AI-33838 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Steve Crain **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of and authority to file with the Texas Comptroller's Office pursuant to S.B. 18 Documentation of Eminent Domain Authority

BACKGROUND

Attachments

backup

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

Susan Combs Texas Comptroller of Public Accounts

Required Documentation of Eminent Domain Authority in Texas

What action must be taken: Per Senate Bill 18 enacted by the 82nd Legislature, all public and private entities authorized to exercise the power of eminent domain in Texas are **required to submit a letter to the Comptroller of Public Accounts detailing their legal authority to exercise this power. The letter must be sent by certified, return receipt mail not later than December 31, 2012.** (Per the bill, the authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the letter has been submitted by the deadline.)

About this form: This form is designed to guide entities in submitting the required information on eminent domain authority. Once the fields have been completed, the form can be printed and mailed via certified, return receipt to the address provided to meet the requirements of the bill.

Entity Information

1. Full, legal name of entity: Hidalgo County, Texas
2. Alternate name of entity *(if any)*: County of Hidalgo, Texas
3. Primary address: Street or P.O. Box 1615 S. Closner, Suite J
   City, State, Zip Code Edinburg, Texas 78539
4. Primary phone number *(with area code)*: (956) 381-2600
5. Entity contact: First name Ramon Last name Garcia
   Phone number *(with area code)*: (956) 381-2600 E-mail address: sandra.deleon@co.hidalgo.tx.us
6. Alternate contact: First name Valde Last name Guerra
   Phone number *(with area code)*: (956) 292-7025 E-mail address: valde.guerra@co.hidalgo.tx.us

Eminent Domain Authority

7. Does your entity have eminent domain authority in Texas? ☑ Yes ☐ No
8. If "yes" to question 7, please identify all of the applicable provisions of state law that grant eminent domain authority to this entity. Please cite as Title of Code or Article, Section Number/Name (for example, Texas Government Code, Section 43.136 or Article 7849, Auxiliary Water Laws).

   Please see attached sheet.

9. Please indicate the first year in which this entity exercised eminent domain authority *(if known)*: Unknown

DISCLAIMER: Chapter 2206, Subchapter C, Government Code (as added by Senate Bill 18, 82nd Regular Session) requires the Comptroller of Public Account to collect information and report to the Legislature all entities in the state of Texas that have the authority to exercise the power of eminent domain. Entities that provide information to the Comptroller represent and warrant that the information is accurate and complete to the best of their knowledge. **Entities that provide information acknowledge that it is their responsibility to submit a letter by certified mail, return receipt requested to the Comptroller's office, indicating that the Entity is authorized to exercise eminent domain authority and to identify each law that grants such authority.** The Entity further acknowledges that the Comptroller's office is not responsible to submit said letter, nor is it responsible for the Entity's failure to submit said letter as required by law, and that such failure may cause the entity's power of eminent domain to expire on September 1, 2013. The Entity also acknowledges that the Comptroller of Public Accounts is a state agency subject to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, and that the information submitted to this office may be subject to disclosure to the public under Section 552.101, et seq., of the Code.

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address on this form or sb18compliance@cpa.state.tx.us.

By signing, I agree that the information is true and correct.

Mail this form via certified mail to:

COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 13942
Austin, Texas 78711

sign here ▶ Signature Date

Ramon Garcia, County Judge
Print Name/Title

(956) 381-2600
Phone *(area code and number)*

For questions or additional information, please e-mail: **sb18compliance@cpa.state.tx.us** or go to: **www.window.texas.gov/sb18compliance**

County of Hidalgo, Texas

1. *Generally.* The following state law provisions grant eminent domain authority to Hidalgo County:

   A) Texas Local Government Code §§
      i) 261.001 –Right of Eminent Domain
      ii) 273.002 – Condemnation
      iii) 273.003—Necessary Alterations
      iv) 331.001(b)-General Authority (Authority to Acquire and Maintain Parks, Museums and Historic Sites)
      v) 561.001 – Flood Control Property; Condemnation
      vi) 562.016(c) – County Water & Sewer System
      vii) 572.012(a)(4) – General Rights, Duties, and Power of Public Entities
      viii) 572.013—Use of Eminent Domain

   B) Texas Health & Safety Code § 364.014 (Acquisition of Property re: County Solid Waste)
   C) Texas Transportation Code § 224.003-Acquisition by Commissioner's Court
   D) Texas Transportation Code § 251.101-Condemnation for County Road in Municipality
   E) Texas Transportation Code § 284.061 Acquisition of Property
   F) Texas Transportation Code § 284.066 (b) (Delegate eminent domain authority to operating board)
   G) Texas Transportation Code § 22.011-General Powers Regarding Airports and Air Navigation Facilities
   H) Texas Transportation Code § 364.022-Maintenance and Operation of Toll Bridges
   I) Texas Agriculture Code § 167.059(c)-Dipping Facilities
   K) Texas Utilities Code §163.013 – General Rights, Powers and Duties of Entities
   L) Texas Utilities Code § 163.014—Use of Eminent Domain
   M) Texas Water Code § 11.033-Eminent Domain
   N) Texas Government Code §§ 2267.061, 2267.062, 2267.063 (Material Default; Remedies, Eminent Domain, Affected Facility Owner).

2. *County Building Authority.* The Hidalgo County Commissioner's Court has authority to call an election for the creation of a county building authority. While Hidalgo County has not called such an election to create such an authority, it reserves the right to do so in the future. Therefore if a county building authority is hereinafter created, such county building authority has eminent domain power under Texas Local Government Code § 293.061(a)(13).

3. *Public Facility Corporation.* Hidalgo County Commissioner's Court has authority to create a public facility corporation. While Hidalgo County has not created a public facility corporation, it reserves the right to do so in the future. Therefore if a public facility corporation is hereinafter created, such public facility corporation has eminent domain power under Texas Local Government Code § 303.041(e).

4. *Sports Facility District.* Hidalgo County Commissioner's Court has authority to create a sports facility district. While a sports facility district has not been created, Hidalgo County reserves the right to do so in the future. Therefore if a sports facility district is hereinafter created, such a sports facility district has eminent domain power under Texas Local Government Code § 325.037.

5. *Venue District.* A county, in conjunction with a city or other county, or a combination of both or either of them can create a venue district. While Hidalgo County has not worked with another eligible entity to create a venue district, it reserves the right to do so in the future. Therefore if a venue district is created, such venue district has eminent domain power under Texas Local Government Code § 335.071(h).

6. *Municipal Civic Center Authority.* The county judge of a County is required, after certain procedural requirements have been met, to grant a petition to create a municipal civic center authority, if all the requirements to create an authority have been fulfilled. While no petition has been filed with the County Judge to create an authority, one may be filed in the future. Therefore if a municipal civic center authority is created, such authority has eminent domain power under Texas Local Government Code §§ 281.051, 281.054.

7. *Jail District.* Hidalgo County has authority to create a jail district. While Hidalgo County has not created a jail district at this time, it reserves the right to do so in the future. Therefore if a jail district is created, such jail district has eminent domain power under Texas Local Government Code § 351.136.

8. *County Development District.* Hidalgo County has authority to create a county development district if petitioned by the landowners in the proposed district. While a county development district has not been created, Hidalgo County reserves the right to do so in the future. Therefore if a county development district is created, such district has eminent domain power under Texas Local Government Code § 383.063, if the district is not located in the boundaries of a municipality.

9. *Housing Authority.* Hidalgo County has a housing authority under the Texas Local Government Code. Such Housing Authority has the power of eminent domain power under Texas Local Government Code § 392.061.

10. *Spaceport Development Corporation.* Hidalgo County has authority, in conjunction with another eligible entity, to create a spaceport development corporation. While no such corporation has been created at this time, Hidalgo County reserves the right to do so in the future. Therefore if a spaceport development corporation is hereinafter created, such corporation has eminent domain power under Texas Local Government Code § 507.103(b).

11. *County Hospital Authority.* Hidalgo County has authority to create a county hospital authority. While no such authority has been created at this time, Hidalgo County reserves the right to do so in the future. If a County Hospital Authority is created, such authority has eminent domain power under Texas Health & Safety Code § 264.028.

12. *Joint Municipal & County Hospital.* Hidalgo County has authority with a municipality to operate a hospital. While Hidalgo County does not operate a hospital at this time, it reserves the right to do so in the future and the board of that hospital has eminent domain power under Texas Health & Safety Code § 265.052.

13. *County Hospital District.* Hidalgo has authority to create a hospital district under various statutes of the Texas Health & Safety Code. While no such districts have been created at this time, Hidalgo County reserves the right to do so in the future. If the County ever creates a hospital district, depending on the enabling statute, such district shall have eminent domain power under Texas Health & Safety Code §§ 281.054 and 283.050. If a hospital district is created by voter

approval such district has eminent domain authority under Texas Health & Safety Code § 286.080.

14. *Rural Rail Transportation District.* Hidalgo County may have authority to create a rural rail transportation District if certain facts are applicable. While no such district has been created, Hidalgo County reserves the right to do so in the future. If Hidalgo County ever creates a Rural Rail Transportation District, such district has eminent domain authority under Texas Transportation Code § 172.157.

15. *Commuter Rail District.* Hidalgo County has authority to create a commuter rail district. While no such district has been created, Hidalgo County reserves the right to do so in the future. If a commuter rail district is ever created, such district has eminent domain power under Texas Transportation Code § 174.158.

16. *Agricultural Development District.* Hidalgo County, if petitioned by property owners, has authority to create an agricultural development district. While no such district has been created, Hidalgo County reserves the right to do so in the future. If an agricultural development district is ever created, such district has eminent domain power under Texas Agriculture Code § 60.058.

AI-33795 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Auditor's Office **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to process payment of claims from Nereyda Morales-Martinez, Attorney at Law totaling $ 5,340.00 (for invoice period June 2008 - Aug. 2008) in connection with legal representation of indigent defendant, 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 - Rose Guerra Reyna signed attorney vouchers on August 02, 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 8/23/12.

Attachments

2 bills

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINALCASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (Show only one defendant per claim.)

EDUARDO ALBERTO RODRIGUEZ FLORES

PID:	665159	APPOINTMENT DATE:	4/17/2008
CASE NUMBER:		DISPOSITION DATE:	5/29/2009
CR-2292-08-D		DEGREE:	CAPITAL

☐ CASE IS ON-GOING ☐ APPEAL ☑ DEATH PENALTY (DP) CASE — DP CASE RATE $200.00

COURT NUMBER: 206TH DISTRICT COURT

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
Non-Trial Fees:			$0.00
Case Trial Fees:	$1,050.00	$3,390.00	$4,440.00
Other Legal Services:		3190.00	$0.00

☐ Investigator ☐ Expert ☐ Other:

(Reimbursements for other legal services require proper supporting documentation.)

Fees Set by Court: TOTAL ~~$4,440.00~~

Justification for Adjustment Pursuant to Article 26.05(4)(C): $4240.00

☐ Complexity of the Case and/or Counsel's Experience ☐ Other:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	DD1	☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

SECTION C LIST RELATED CASE NUMBERS

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	SEE ATTACHED; DEATH PENALTY RATE APPLIES	5.25	16.95
	TOTAL HOURS	5.25	~~16.95~~ 15.95

RECEIVED BY COUNTY AUDITOR AUG 13 2012

RECEIVED HIDALGO COUNTY AUDITOR'S OFFICE

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
226297	956-686-4229	14417510

MAILING ADDRESS

1112 S. McColl Rd., Suite #1, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Nereyda Morales- Martinez

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. 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.

Nereyda Morales-Martinez
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 2nd DAY OF August, 20 12

REVIEWED BY INDIGENT DEFENSE OFFICE

Nereyda Morales Martinez

Attorney at Law

1112 S. McColl Ste. 1
Edinburg, Texas 78539

Phone No.: (956) 686-4229
Fax No.: (956) 316-1501

Date: July 2, 2012

Name: **EDUARDO ALBERTO RODRIGUEZ FLORES**

Cause No.: **CR-2292-08-D** Capital Murder

Page 1 Death Penalty Rate Applies

4-17-08	Received and rev'd order of appointment of counsel; signed and faxed acceptance form.	0.25
4-17-08	Prepared, finalized and opened file; docketed case.	1.0
4-17-08	Prepared, finalized and mailed letter of representation to client.	0.5
4-17-08	Researched criminal history of client.	1.25
4-18-08	Traveled to county jail to meet w/ client re: case; met w/ client.	3.0
4-18-08	T/C to client's mother re: case-set appointment.	0.5
6-2-08	T/C from court re: arraignment setting.	0.2
6-4-08	Attended hearing; met w/ client and D.A. re: case.	**1.5 I/C** 1.5 O/C
6-6-08	Prepared finalized and traveled to file pre-trial motions.	2.75
7-2-08	Attended hearing; met w/ client and D.A. re: case.	**1.5 I/C** 1.5 O/C
7-16-08	Attended hearing; met w/ client and D.A. re: case.	**1.5 I/C** 1.5 O/C
7-24-08	T/C to co-counsel re: case and hearing o 7-25-08.	0.5
7-25-08	Attended hearing; met w/ client and D.A. re: case; met w/ co- counsel re: case.	**0.75 I/C** 1.5 O/C

Total Hours = ~~22.2~~ 21.2

In/Out Court ~~22.2~~ 21.2 **x $200.00 = $ 4,440.00**

Death Penalty Rate Applies

RECEIVED
HIDALGO COUNTY
AUDITOR'S OFFICE

Submission of invoice is past the four year limitation to turn in.

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINALCASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (Show only one defendant per claim.)

EDUARDO ALBERTO RODRIGUEZ FLORES

PID:	665159	APPOINTMENT DATE:	4/17/2008
CASE NUMBER:	CR-2292-08-D	DISPOSITION DATE:	5/29/2009
		DEGREE:	CAPITAL

☐ CASE IS ON-GOING ☐ APPEAL ☑ DEATH PENALTY (DP) CASE — DP CASE RATE: $200.00

COURT NUMBER: 206TH DISTRICT COURT

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
Non-Trial Fees:			$0.00
Case Trial Fees:	$400.00	~~$7,360.00~~	~~$7,760.00~~
Other Legal Services:		7350.00	$0.00

☐ Investigator ☐ Expert ☐ Other:

(Reimbursements for other legal services require proper supporting documentation.)

Fees Set by Court: TOTAL ~~$7,760.00~~ 7750.00 (1100.00 only)

Justification for Adjustment Pursuant to Article 26.05(4)(C):

☐ Complexity of the Case and/or Counsel's Experience ☐ Other:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

DD1

SECTION C LIST RELATED CASE NUMBERS

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	SEE ATTACHED; DEATH PENALTY RATE APPLIES	2	36.8
	TOTAL HOURS	2	~~36.8~~ 36.75 round

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
226297	956-686-4229	14417510

MAILING ADDRESS

1112 S. McColl Rd., Suite #1, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Nereyda Morales- Martinez

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. 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.

Nereyda Morales-Martinez
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 2nd DAY OF August, 20 12

☐ REVIEWED BY INDIGENT DEFENSE OFFICE

Nereyda Morales Martinez

Attorney at Law

1112 S. McColl Ste. 1
Edinburg, Texas 78539

Phone No.: (956) 686-4229
Fax No.: (956) 316-1501

Date: July 2, 2012

Name: **EDUARDO ALBERTO RODRIGUEZ FLORES**

Cause No.: **CR-2292-08-D**

Capital Murder
Death Penalty Rate Applies

Page 1

7-31-08	Attended hearing; met w/ client and D.A. re: case; met w/ co- counsel re: case.	**0.5 I/C** 1.5 O/C
7-31-08	Rec'd and rev'd copy of indictment and miranda warnings.	0.25
7-31-08	Rec'd and rev'd autopsy report.	0.25
8-1-08	Prepared for trial; meeting w/ family re: trial.	3.0
8-2-08	Prepared for trial; crime scene.	3.5
8-3-08	Research re: juvenile death penalty.	6.5
8-6-08	Review of file; meeting w/ D.A. Zamora re: case.	2.75
8-7-08	Research re: client's criminal juvenile history.	1.25
8-12-08	Met w/ client re: case.	3.25
8-15-08	Review of file.	2.75
8-15-08	Traveled to meet w/ client's father re: case.	2.25
8-20-08	Research re: death penalty.	3.0
8-30-08	Traveled to second crime scene.	3.0
9-12-08	Attended hearing; met w/ client and D.A. re: case; met w/ co- counsel re: case.	**0.5 I/C** 1.5 O/C
9-16-08	Checked idocket- case set on 10-17-08 for status.	0.25

past 4 yr. limitation 1,100.00

10-17-08	Attended hearing; met w/ client and D.A. re: case; met w/ co- counsel re: case.	**1.0 I/C** 1.5 O/C
11-4-08	Rec'd and rev'd notice from D.A.'s office re: will not be seeking death penalty; T/C to D.A. Zamora re: case.	0.3

Total Hours =38.8

In/Out Court 38.8 x $200.00 = $ 7,760.00

Death Penalty Rate Applies

out
31.8 (31.75)

in
1.5

AI-33845 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d) - Perdue, Brandon, Fielder, Collins & Mott LLP

BACKGROUND

Attachments

1
order
A
B

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

August 21, 2012

Monica Badillo
Commissioners' Court Administrator
Hidalgo County
2818 S. Bus. Hwy. 281
Edinburg, TX 78539

Dear Ms. Badillo:

Our firm would like to be placed on the agenda for the Hidalgo County Commissioners Court Regular Meeting scheduled for August 28, 2012.

The agenda item is as follows:

> **Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).**

If you have any questions, please feel free to contact me.

Sincerely,

Romeo Cantu
Communications Director/Litigation Manager
Perdue, Brandon, Fielder, Collins & Mott LLP
in Association with the Law Offices of John David Franz
400 N. McColl, Suite A
McAllen, TX 78501
(956) 631-4026 ext. 136

ORDER OF THE COMMISSIONERS COURT
OF HIDALGO COUNTY

On the 28th day of August, 2012, at the regularly scheduled meeting of the Commissioners Court of Hidalgo County, a motion was duly made and seconded for Hidalgo County to resell the property described on Exhibit "A" and Exhibit "B" attached hereto, which was acquired through tax foreclosure proceedings. Hidalgo County requests that Sheriff Guadalupe "Lupe" Trevino conduct such sale in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; further, that Hidalgo County notify Sheriff Guadalupe "Lupe" Trevino that it would not object to a sale price of such property in the sums set forth on Exhibit "A" and Exhibit "B"; **and further, in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an offer to purchase a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing and the Sheriff is authorized in such case to pull/delete that property from the public sale.**

Discussion was then conducted, and upon completion of same, the County Judge called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that Hidalgo County offer for resale, in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, the property described on Exhibit "A" and Exhibit "B" and that Sheriff Guadalupe "Lupe" Trevino, is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such property is as set forth on Exhibit "A" and Exhibit "B"; and further that **in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an interest in purchasing a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing and the Sheriff is authorized and directed in such case to pull/delete that property from the public sale.**

SIGNED AND ENTERED on this _____ day of _____, 2012.

_____
Ramon Garcia
County Judge
Hidalgo County

Attest:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit “A”

(Tax Resale Properties)

Exhibit “B”

(Tax Resale Properties)

Hidalgo County Tax Resale
Exhibit "A"

Item	Original Tax Sale Date	Tax Suit	Legal Description	School District	Original Tax Resale Minimum Bid	Current Market Value (HCAD)	Proposed Minimum Bid
1	6/3/2008	T-489-94-G MCALLEN INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10 AND HIDALGO COUNTY VS. TIMELY ADVENTURES, INC., ET AL.	TRACT 1: LOT 11, BLOCK 2, WEST ADDITION TO MCALLEN, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: W2400-00-002-0011-00 TRACT 2: LOT 12, BLOCK 2, WEST ADDITION TO MCALLEN, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: W2400-00-002-0012-00 DATE OF JUDGMENT: SEPTEMBER 28, 2007 ADJUDGED VALUE: TRACT 1: $178,445.00 TRACT 2: $165,057.00	MCALLEN ISD	Tracts 1 & 2: $105,103.25	Tract 1 & 2: $293,516.00	**$58,703.20**
2	9/2/2008	T-667-07-I HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE	ALL OF LOT 6, SEMINARY SOUTH SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORD IN THE OFFICE OF COUNTY CLERK OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S4650-00-000-0006-00	EDINBURG CISD	$5,335.75	$9,148.00	**$1,829.60**

		DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3 AND HIDALGO COUNTY ROAD DISTRICT #15 VS HORST W. HUEBNER	DATE OF JUDGMENT: MAY 20, 2008 ADJUDGED VALUE: $8,475.00				
3	2/3/2009	T-780-03-F LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, SOUTH TEXAS COMMUNITY COLLEGE AND HIDALGO COUNTY VS. ADELE PERSKY, TRUSTEE OF THE MODELL A. RIDLING LIVING TRUST, ET AL	LOTS 37 AND 38, EL FLACO CHIQUITO SUBDIVISION, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 25, PAGE 100, PLAT RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: E4310-00-000-0037-00 DATE OF JUDGMENT: JULY 29, 2005 ADJUDGED VALUE: $75,806.00	LA JOYA ISD	$27,037.50	$68,449.00	**$13,689.80**

4	12/1/2009	T-843-09-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #2 VS. RICARDO LOPEZ, ET. AL.	TRACT #1: A 0.78 ACRE TRACT OF LAND OUT OF THE EAST 20.0 ACRES OF F. T. TRACT 473, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE DEED DATED 3/30/99, FROM MARIA AIDA GARCIA TO RICARDO LOPEZ, ET. AL., RECORDED IN DOCUMENT NUMBER 762485, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS ACCOUNT NO. W3800-00-473-0000-15 DATE OF JUDGMENT: JULY 22, 2009 ADJUDGED VALUE: $31,693.00	EDCOUCH-ELSA ISD	$9,556.05	$32,858.00	**$6,571.60**
5	5/4/2010	T-920-09-B HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JUANA CERVANTES A/K/A JUANA ELDA GOMES	TRACT 1 – LOT 43, COLONIA RAFAEL, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED MARCH 25, 2003 FROM RENE PENA, ET. AL. TO JUANA CERVANTES A/K/A JUANA ELDA GOMEZ, RECORDED IN DOC. NO. 1182692, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C7655-00-000-0043-00 DATE OF JUDGMENT: SEPTEMBER 9, 2009 ADJUDGED VALUE: $27,860.00	LA JOYA ISD	$9,444.75	$30,518.00	**$6,103.60**
6	8/3/2010	T-1236-09-G HIDALGO COUNTY AND LA JOYA INDEPENDENT	TRACT 1: LOT 46, BLUE STAR ENTERPRISES SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 175-A, MAP RECORDS IN THE OFFICE OF THE	LA JOYA ISD	Tract 1: $2,508.45	Tract 1: $7,167.00	**$1,433.40**

		SCHOOL DISTRICT VS. VIOLETA GARCIA SOLIS	COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JANUARY 12, 1987 FROM JUAN J. HINOJOSA AND ARTURO SALINAS TO VIOLETA GARCIA SOLIS, RECORDED IN VOLUME 2422, PAGE 186, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B3255-02-000-0046-00 DATE OF JUDGMENT: APRIL 30, 2010 ADJUDGED VALUE: TRACT 1: $7,167.00				
7	8/3/2010	T-1236-09-G HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. VIOLETA GARCIA SOLIS	TRACT 2: LOT 47, BLUE STAR ENTERPRISES SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 175-A, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JANUARY 12, 1987 FROM JUAN J. HINOJOSA AND ARTURO SALINAS TO VIOLETA GARCIA SOLIS, RECORDED IN VOLUME 2422, PAGE 186, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B3255-02-000-0047-00 DATE OF JUDGMENT: APRIL 30, 2010 ADJUDGED VALUE: TRACT 2: $7,166.00	LA JOYA ISD	Tract 2: $2,508.10	Tract 2: $7,166.00	**$1,433.20**
8	8/3/2010	T-1280-09-D HIDALGO COUNTY,	THE SOUTH 1/2 OF LOT 11 AND ALL OF LOT 12, BLOCK 36, EDCOUCH ORIGINAL TOWNSITE, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY	EDCOUCH-ELSA ISD	$6,247.50	$17,850.00	**$3,570.00**

		HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #2 VS. AGUSTIN GALVAN	DESCRIBED IN CLERK'S FILE NUMBER 1482669, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: E3100-00-036-0011-00 DATE OF JUDGMENT: FEBRUARY 18, 2010 ADJUDGED VALUE: $17,850.00				
9	10/5/2010	T-965-09-D HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JUAN MANUEL LONGORIA, JR.	LOT 17, COLONIA CAMARGO SUBDIVISION, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 2684, PAGE 100, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C6570-00-000-0017-00 DATE OF JUDGMENT: DECEMBER 10, 2009 ADJUDGED VALUE: $16,493.00	LA JOYA ISD	$5,772.55	$16,493.00	**$3,298.60**
10	10/5/2010	T-1968-09-G HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. IGNACIO R. FERNANDEZ TREVINO	THE WEST 60 FEET OF THE EAST 165 FEET OF LOTS 42 AND 43, CONTINENTAL TRADE CENTER SUBDIVISION, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERKS FILE NUMBER 517984, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C7931-00-000-0042-10 DATE OF JUDGMENT: FEBRUARY 11, 2010 ADJUDGED VALUE: $22,298.00	MCALLEN ISD	$13,716.85	$39,191.00	**$7,838.20**

11	10/5/2010	T-1978-09-D HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #5 AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JESUS RODRIGUEZ, ET AL.	LOT 23, RANDOLPH-BARNETT SUBDIVISION, NO. 2, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 2784, PAGE 693, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R1160-02-000-0023-00 DATE OF JUDGMENT: JULY 8, 2010 ADJUDGED VALUE: $99,507.00	LA JOYA ISD	$33,211.85	$81,923.00	**$16,384.60**
12	12/7/2010	T-1979-09-G HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #2 VS. JOSEFA R. MATA	A 1.666 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 148, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B", HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THAT DEED FROM ISIDRO RODRIGUEZ AND MARIANA RODRIGUEZ TO JOSEFA R. MATA, RECORDED IN VOLUME 1601, PAGE 764, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L0450-00-148-0000-04 DATE OF JUDGMENT: FEBRUARY 11, 2010 ADJUDGED VALUE: $44,955.00	DONNA ISD	$15,734.25	$44,955.00	**$8,991.00**
13	12/7/2010	T-2097-09-D HIDALGO	THE EAST 1/2 OF LOT 7, VICTORIA ACRES, UNIT NO. 2, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR	DONNA ISD	$5,786.90	$16,534.00	**$3,306.80**

		COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 VS. MERCEDES RODRIGUEZ	PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JUNE 11, 1993 FROM BENITO ESPIRICUETA AND GUADALUPE ESPIRICUETA TO MERCEDES RODRIGUEZ, RECORDED IN DOCUMENT NO. 335738, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: V3300-02-000-0007-01 DATE OF JUDGMENT: JULY 8, 2010 ADJUDGED VALUE: $13,227.00				
14	2/1/2011	T-1677-08-I HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. MARIO PENA, ET AL	THE WEST 1/2 OF LOT 7, BLOCK 5, BENAVIDES SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 78, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B2400-02-005-0007-05 DATE OF JUDGMENT: JUNE 15, 2010 ADJUDGED VALUE: $18,621.00	LA JOYA ISD	$6,088.25	$17,584.00	**$3,516.80**
15	2/1/2011	T-1679-08-H HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. BRENDA ALICIA GARCIA SOLIS, A/K/A BRENDA ALICIA GARCIA,	TRACT 1: LOT 36, BLUE STAR ENTERPRISES SUBDIVISION NUMBER 2, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK, OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY IN THE DEED DATED JANUARY 12TH, 1987 FROM JUAN J. HINOJOSA AND ARTURO SALINAS TO BRENDA ALICIA GARCIA SOLIS, RECORDED IN VOLUME 2422 PAGE 180, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.	LA JOYA ISD	Tract 1: $2,625.00	Tract 1: $7,500.00	**$1,500.00**

		A/K/A BRENDA ALICIA G. SOLIS	ACCOUNT NO.: B3255-02-000-0036-00 DATE OF JUDGMENT: AUGUST 4, 2010 ADJUDGED VALUE: TRACT 1: $7,500.00				
16	2/1/2011	T-1679-08-H HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. BRENDA ALICIA GARCIA SOLIS, A/K/A BRENDA ALICIA GARCIA, A/K/A BRENDA ALICIA G. SOLIS	TRACT 2: LOT 37, BLUE STAR ENTERPRISES SUBDIVISION NUMBER 2, HIDALGO COUNTY,TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK, OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY IN THE DEED DATED JANUARY 12TH, 1987, FROM JUAN J. HINOJOSA AND ARTURO SALINAS TO BRENDA ALICIA GARCIA SOLIS, RECORDED IN VOLUME 2422 PAGE 180, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B3255-02-000-0037-00 DATE OF JUDGMENT: AUGUST 4, 2010 ADJUDGED VALUE: TRACT 2: $7,166.00	LA JOYA ISD	Tract 2: $2,508.10	Tract 2: $7,166.00	**$1,433.20**
17	5/3/2011	T-208-08-A HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. ALMA MARTINEZ, ET AL	LOT 32, RANCHO SUBDIVISION, LOCATED IN HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 25, PAGE 81-B OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R0955-02-000-0032-00 DATE OF JUDGMENT: JULY 14, 2010 ADJUDGED VALUE: $39,083.00	LA JOYA ISD	$13,102.95	$22,777.00	**$4,555.40**

18	5/3/2011	T-010-10-E HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. HAYDEE DE LEON, ET AL	LOT 1, DE LEON FUNERAL HOME, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 1801988, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: D2500-00-000-0001-00 DATE OF JUDGMENT: JANUARY 27, 2011 ADJUDGED VALUE: $391,141.00	LA JOYA ISD	$136,899.35	$372,643.00	**$74,528.60**

Hidalgo County Tax Resale
Exhibit "B"

Item	Original Tax Sale Date	Tax Suit	Legal Description	School District	Original Tax Sale Minimum Bid	Current Market Value (HCAD)	Proposed Minimum Bid
1	4/7/2009	T-396-08-H HIDALGO COUNTY, LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE, SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, AND CITY OF SULLIVAN Vs. ELIZANDRO RODRIGUEZ	LOT 19 VALES SUBDIVISION, HIDALGO COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3143, PAGE 168 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: V0555-00-000-0019-00 DATE OF JUDGMENT: AUGUST 20, 2008 ADJUDGED VALUE:$31,067.00	LA JOYA ISD	$16,175.01	$32,723.00	**$11,453.05**
2	12/1/2009	T-694-09-G HIDALGO COUNTY, AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. CLAUDIA LIZBETH	TRACT #1: LOT 27, BLUE STAR ENTERPRISES SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN VOLUME 24, PAGE 175A, IN THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND AS FURTHER DESCRIBED IN CLERK'S FILE NUMBER 11524, OFFICIAL RECORDS OF	LA JOYA ISD	$13,156.60	Tract 1 & 2: $15,000	**$5,250.00**

		GARCIA SOLIS	HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B3255-02-000-0027-00 TRACT #2: Lot 28, BLUE STAR ENTERPRISES SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN VOLUME 24, PAGE 175A, IN THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND AS FURTHER DESCRIBED IN CLERK'S FILES NUMBER 11524, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B3255-02-000-0028-00 DATE OF JUDGMENT: SEPTEMBER 3, 2009 Adjudged Value: Tract #1: $7,500.00 Adjudged Value Tract #2: $7,500.00				
3	8/2/2011	T-398-08-H HIDALGO COUNTY, LA JOYA INDEPENDENT SCHOOL DISTRICT AND HIDALGO-KENEDY COUNTY EDUCATION DISTRICT #10 VS. ISMAEL ARECHIGA	LOT 22, BLOCK 4, LAS CUEVAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2773, PAGE 685 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L3190-00-004-0022-00 DATE OF JUDGMENT: MARCH 22, 2011 ADJUDGED VALUE: $53,914	LA JOYA ISD	$30,673.20	$48,613.00	**$17,014.55**
4	8/2/2011	T-562-06-D LA JOYA INDEPENDENT	TRACT 1: 3.13 ACRES, MORE OR LESS, OUT OF THE SOUTH PART OF LOT 14, BLOCK 2, GOODWIN TRACT SUBDIVISION NO. 1 AND 2, AMENDED, A	LA JOYA ISD	Tract 1&2: $50,670.67	Tract 1 & 2: $120,272.00	**$42,095.20**

		SCHOOL DISTRICT, HIDALGO COUNTY IRRIGATION DISTRICT #6, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS. THE KNOWN AND UNKNOWN HEIRS OF NORBERTO SANDOVAL, ET AL	SUBDIVISION IN HIDALGO COUNTY, TEXAS, AS DESCRIBED IN DEED DATED NOVEMBER 17, 1975 FROM RAMON RENDON, ET AL., TO NORBERTO SANDOVAL, ET AL., RECORDED IN VOLUME 1463, PAGE 956, DEED RECORDS OF HIDALGO COUNTY, TEXAS, OF WHICH .2 ACRE, MORE OR LESS, LIES WITHIN THE RIGHT-OF-WAY OF A DRAINAGE DITCH. ACCOUNT NO.: G5900-01-002-0014-00 TRACT 2: 1.00 ACRES, MORE OR LESS, OUT OF THE SOUTHWEST PART OF LOT 14, BLOCK 2, GOODWIN TRACT SUBDIVISION NO. 1 AND 2, AMENDED, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, AS DESCRIBED IN DEED DATED NOVEMBER 17, 1975 FROM RAMON RENDON, ET AL., TO NORBERTO SANDOVAL, ET AL., RECORDED IN VOLUME 1463, PAGE 956, DEED RECORDS OF HIDALGO COUNTY, TEXAS, OF WHICH .2 ACRE, MORE OR LESS, LIES WITHIN THE RIGHT-OF-WAY OF A DRAINAGE DITCH. ACCOUNT NO.: G5900-01-002-0014-01 DATE OF JUDGMENT: OCTOBER 25, 2007 ADJUDGED VALUE: TRACT 1: $ 76,699.00 TRACT 2:$ 121,683.00				
5	8/2/2011	T-1235-08-B HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT	LOT 11, ESPANOLA HEIGHTS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 153-B, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND AS MORE PARTICULARLY DESCRIBED IN THAT DEED DATED AUGUST 21, 1996 FROM JOSE RUBEN MATA ET AL. TO	LA JOYA ISD	$30,196.85	$44,317.00	**$15,510.95**

		VS. IRASEMA GUERRA	IRASEMA GUERRA, RECORDED IN DOCUMENT NUMBER 551841, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: E6655-00-000-0011-00 DATE OF JUDGMENT: MARCH 31, 2011 ADJUDGED VALUE: $51,863.00				
6	8/2/2011	T-2623-09-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 VS. REYNALDO VEGA, ET. AL.	LOT TWENTY-SIX (26), BLOCK ONE HUNDRED SIXTY-THREE (163), REMERA, AN ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED OCTOBER 24, 1991 FROM LAURO RAMIREZ TO REYNALDO VEGA, ET. UX., RECORDED IN VOLUME 3156 PAGE 92, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: R1900-00-163-0026-00 DATE OF JUDGMENT: FEBRUARY 15, 2011 ADJUDGED VALUE: $13,943.00	MERCEDES ISD	$11,449.45	$13,943.00	**$4,880.05**
7	8/2/2011	T-2761-09-A HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. EFRAIN CRUZ, ET. AL.	LOT 14, BLOCK 12, RUTHVEN, AN ADDITION TO THE CITY OF DONNA, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED MAY 27, 1977 FROM AVILA DEVELOPMENT COMPANY TO EFRAIN CRUZ, ET. UX., RECORDED IN VOLUME 1532 PAGE 315, DEED RECORDS, HIDALGO COUNTY, TEXAS.	DONNA ISD	$9,040.00	$9,040.00	**$3,164.00**

			ACCOUNT NO.: R4700-00-012-0014-00 DATE OF JUDGMENT: JANUARY 12, 2011 ADJUDGED VALUE: $9,040.00				
8	10/4/2011	T-1225-08-A HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. LETICIA PENA, ET AL	LOT 31, BASHAM SUBDIVISION NO. 40, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 159, MAP RECORDS, HIDALGO COUNTY, TEXAS AND AS DESCRIBED IN THAT DEED DATED JULY 18, 1996 FROM M.B. DAIRY, INC. TO LETICIA PENA ET AL. RECORDED IN DOC. NO. 597280, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: B1900-40-000-0031-00 DATE OF JUDGMENT: JULY 14, 2010 ADJUDGED VALUE: $19,887.00	LA JOYA ISD	$7,761.54	$20,992.00	**$7,347.20**
9	10/4/2011	T-949-09-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #5 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. ALFREDO DE LEON	LOT 3, AMENDED MAP OF JIMENEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED MARCH 21, 2001 FROM CONCEPCION JIMENEZ AND FELIPA L. JIMENEZ TO ALFREDO DE LEON, RECORDED IN DOC. NO. 953322, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: J5300-00-000-0003-00 DATE OF JUDGMENT: NOVEMBER 17, 2010 ADJUDGED VALUE: $19,575.00	LA JOYA ISD	$8,865.89	$19,575.00	**$6,851.25**

10	10/4/2011	T-1256-09-J HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 vs. LEWIS R. GARCIA MENDEZ	ALL OF LOT 26, CANTON ESTATES UNIT NO. 2, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 24, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED AUGUST 8, 1998 FROM HORACIO CANALES AND ELIDA CANALES TO LEWIS RODOLFO GARCIA MENDEZ, RECORDED IN DOCUMENT NO. 705928, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C1150-02-000-0026-00 DATE OF JUDGMENT: MAY 31, 2011 ADJUDGED VALUE: $ 102,524.00	EDINBURG CISD	$50,689.76	$105,466.00	**$36,913.10**
11	10/4/2011	T-2667-09-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3 vs. WENSECLADO GUERRA, ET. AL.	LOT EIGHTEEN (18), TIERRA DEL VALLE SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED NOVEMBER 21, 1984, FROM TIERRA DEL VALLE DEVELOPMENT, INC. TO WENSECLADO GUERRA, ET. UX., RECORDED IN VOLUME 2066 PAGE 791, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: T5200-00-000-0018-00 DATE OF JUDGMENT: JUNE 14, 2011 ADJUDGED VALUE: $37,505.00	EDINBURG CISD	$14,377.29	$36,027.00	**$12,609.45**

12	2/7/2012	T-1215-10-E HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND CITY OF PHARR VS. VICTOR HUGO GONZALEZ, ET AL	LOT 36, CROWN POINT ESTATES, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN DOCUMENT NUMBER 528285, RECORDED ON JUNE 4, 1996, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C9520-01-000-0036-00 DATE OF JUDGMENT: AUGUST 18, 2011 ADJUDGED VALUE: $23,851.00	PHARR-SAN JUAN-ALAMO ISD	$19,264.51	$23,851.00	**$8,347.85**
13	2/7/2012	T-297-11-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND MCALLEN INDEPENDENT SCHOOL DISTRICT VS. ISAURO CASTILLO, JR., ET AL	LOT 29, BLOCK 2, LA PALOMA ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON DECEMBER 14, 1982, VOLUME 1813, PAGE 597, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L1600-00-002-0029-00 DATE OF JUDGMENT: AUGUST 9, 2011 ADJUDGED VALUE: $10,000	MCALLEN ISD	$6,101.91	$10,000.00	**$3,500.00**
14	2/7/2012	T-053-10-E HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY	LOT TWENTY-THREE (23), LJ SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JULY 21, 1993 FROM LJ INVESTMENTS TO JOSE MARIA RUIZ,	DONNA ISD	$11,307.00	$11,307.00	**$3,957.45**

		EMERGENCY SERVICE DISTRICT #4 VS. JOSE MARIA RUIZ	RECORDED IN DOCUMENT NO. 374739, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L0070-01-000-0023-00 DATE OF JUDGMENT: SEPTEMBER 7, 2011 ADJUDGED VALUE: $11,307.00				
15	2/7/2012	T-113-10-D HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. HERMINIA ROMAN	LOT 5 AND LOT 6, BLOCK 10, ESPLANADA, ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK IN HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED NOVEMBER 9, 1959 FROM ANTONIO L. RIVERA TO HERMINIA ROMAN, RECORDED IN VOLUME 963, PAGE 165, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: E7200-00-010-0005-00 DATE OF JUDGMENT: MAY 19, 2011 ADJUDGED VALUE: $39,754.00	WESLACO ISD	$25,524.94	$25,025.00	**$8,758.75**
16	3/6/2012	T-1823-09-J HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. EVANGELINA TORRES	LOT 81, LA HOMA TRACE SUBDIVISION, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 622586, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L1170-00-000-0081-00 DATE OF JUDGMENT: OCTOBER 13, 2011 ADJUDGED VALUE: $26,759.00	LA JOYA ISD	$14,525.65	$26,759.00	**$9,365.65**

17	3/6/2012	T-2680-09-H HIDALGO COUNTY, HIDALGO COUNY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #5 AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JUAN RODRIGUEZ	LOT 24, BLOCK 9, TIERRA DORADA SUBDIVISION, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 21, PAGE 197, MAP RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: T5250-00-009-0024-00 DATE OF JUDGMENT: APRIL 19, 2011 ADJUDGED VALUE: $10,200.00	LA JOYA ISD	$10,200.00	$12,000.00	**$4,200.00**
18	3/6/2012	T-1558-10-A HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. ROGELIO ACOSTA	LOT NINETEEN (19), SOUTH MINNESOTA ROAD SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED OCTOBER 16, 1984 FROM SIMON RAMON AND GUMECINDA G. RAMON TO ROGELIO ACOSTA, RECORDED ON OCTOBER 24, 1984 IN VOLUME 2049, PAGE 526, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S4360-02-000-0019-00 DATE OF JUDGMENT: APRIL 13, 2011 ADJUDGED VALUE: $15,696.00	LA JOYA ISD	$13,756.20	$17,266.00	**$6,043.10**

19	4/3/2012	T-341-11-D HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #05, AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. DIANA PENA	TRACT 1: ALL OF LOT 21, MISSION WEST ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED FEBRUARY 14, 1990 FROM MISSION BUILDERS AND DEVELOPERS, INC., A TEXAS CORPORATION TO DIANA PENA, RECORDED ON MAY 10, 1990 IN VOLUME 2911, PAGE 934, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M5261-00-000-0021-00 DATE OF JUDGMENT: DECEMBER 16, 2011 ADJUDGED VALUE:$14,350.00	LA JOYA ISD	$14,313.26	$14,350.00	**$5,022.50**
20	4/3/2012	T-341-11-D HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #05, AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. DIANA PENA	TRACT 2: ALL OF LOT 22, MISSION WEST ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED FEBRUARY 14, 1990 FROM MISSION BUILDERS AND DEVELOPERS, INC., A TEXAS CORPORATION TO DIANA PENA, RECORDED ON MAY 10, 1990 IN VOLUME 2911, PAGE 934, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M5261-00-000-0022-00 DATE OF JUDGMENT: DECEMBER 16, 2011 ADJUDGED VALUE:$14,350.00	LA JOYA ISD	$13,940.18	$14,350.00	**$5,022.50**

21	5/1/2012	T-167-10-J HIDALGO INDEPENDENT SCHOOL DISTRICT VS. PASIANO DELGADO MARTINEZ ET AL	TRACT 1: BEING LOT 37, LOS EBANOS SUBDIVISION, PHASE 4, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT VOLUME 29 PAGE 24-B, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L5965-04-000-0037-00 DATE OF JUDGMENT: JANUARY 12, 2012 ADJUDGED VALUE: $30,830.00	HIDALGO ISD	$15,983.94	$29,660.00	**$10,381.00**
22	7/3/2012	T-653-10-G HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #5 AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JUAN ORTIZ, JR., ET. AL.	TRACT 1: LOT 10, SOUTH MINNESOTA ROAD SUBDIVISION, NO. 2, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JUNE 23, 1987 FROM SIMON RAMON TO JUAN ORTIZ, JR. AND ROSALBA ORTIZ, RECORDED IN VOLUME 2464, PAGE 769, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S4360-02-000-0010-00 DATE OF JUDGMENT: NOVEMBER 5, 2010 ADJUDGED VALUE: $47,492.00	LA JOYA ISD	$26,159.54	$47,183.00	**$16,514.05**
23	7/3/2012	T-1438-10-E HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 VS. TIRSO GARZA	TRACT 1: LOT SIXTEEN (16), BLOCK SIXTY-THREE (63), ORIGINAL TOWNSITE OF MERCEDES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JUNE 23, 1975 FROM	MERCEDES ISD	$26,789.28	$28,797.00	**$10,078.95**

			MAGDALENO ALVARADO AND FELICITA ALVARADO TO TIRSO GARZA, RECORDED ON JULY 3, 1975 IN VOLUME 1448, PAGE 878, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M3550-00-063-0016-00 DATE OF JUDGMENT: OCTOBER 27, 2011 ADJUDGED VALUE: $29,126.00				
24	7/3/2012	T-615-11-I HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND MCALLEN INDEPENDENT SCHOOL DISTRICT VS. JOSE A. MEDINA, ET AL	TRACT 1: LOT 24, ARTHUR TERRACE, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED WITH VENDOR'S LIEN RECORDED ON JANUARY 15, 1991, VOLUME 3020, PAGE 600, DOCUMENT NUMBER 194574, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: A5910-00-000-0024-00 DATE OF JUDGMENT: MARCH 27, 2012 ADJUDGED VALUE: $118,022.00	MCALLEN ISD	$75,567.94	$117,275.00	**$41,046.25**

AI-33847 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes - Linebarger, Goggan, Blair & Sampson, LLP

BACKGROUND

Attachments

Order

A

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 28th day of August, 2012, at the regularly scheduled meeting of the Commissioners' Court of Hidalgo County, Texas, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this _____ day of _____, 2012.

_____
Ramon Garcia, County Judge,
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit “A”

(Tax Resale Properties)

HIDALGO COUNTY
AUGUST 7, 2012 TAX RESALE LIST

SUIT NUMBER	DEFENDANT	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR HIDALGO COUNTY	AMOUNT FOR DRAINAGE DISTRICT #1
T-435-03-C	KENNETH DILLARD (DEC)	10 acres, more or less, being Lot 24, Block 3, Texas Gardens Subd.	T2200-00-003-0024-00	$67,000	$26,000	$2,308.30	$517.83
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 115 , Palm Shores Subdivision	P2750-01-000-0115-00	$11,430	$3,000	$383.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 116 , Palm Shores Subdivision	P2750-01-000-0116-00	$12,170	$3,000	$383.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 117, Palm Shores Subdivision	P2750-01-000-0117-00	$10,942	$2,000	$193.90	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 127, Palm Shores Subdivision	P2750-01-000-0127-00	$10,368	$5,000	$763.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 136, Palm Shores Subdivision	P2750-01-000-0136-00	$11,770	$5,000	$763.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 144, Palm Shores Subdivision	P2750-01-000-0144-00	$11,770	$6,000	$953.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 145, Palm Shores Subdivision	P2750-01-000-0145-00	$11,770	$6,000	$953.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 146, Palm Shores Subdivision	P2750-01-000-0146-00	$11,100	$6,600	$1,067.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 147, Palm Shores Subdivision	P2750-01-000-0147-00	$11,770	$6,000	$953.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 148, Palm Shores Subdivision	P2750-01-000-0148-00	$11,770	$5,500	$858.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 149, Palm Shores Subdivision	P2750-01-000-0149-00	$11,770	$7,000	$1,143.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 150, Palm Shores Subdivision	P2750-01-000-0150-00	$11,162	$8,700	$1,466.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 151, Palm Shores Subdivision	P2750-01-000-0151-00	$11,162	$6,000	$953.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 152, Palm Shores Subdivision	P2750-01-000-0152-00	$11,162	$6,400	$1,029.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 153, Palm Shores Subdivision	P2750-01-000-0153-00	$11,162	$6,700	$1,086.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 154, Palm Shores Subdivision	P2750-01-000-0154-00	$10,991	$7,600	$1,257.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 156, Palm Shores Subdivision	P2750-01-000-0156-00	$11,770	$7,000	$1,143.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 169, Palm Shores Subdivision	P2750-01-000-0169-00	$11,880	$7,800	$1,295.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 170, Palm Shores Subdivision	P2750-01-000-0170-00	$13,310	$9,500	$1,618.80	N/A

T-543-03-C	PALM SHORES DEVELOPMENT	Lot 174, Palm Shores Subdivision	P2750-01-000-0174-00	$13,310	$7,800	$1,295.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 177, Palm Shores Subdivision	P2750-01-000-0177-00	$13,310	$6,100	$972.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 178, Palm Shores Subdivision	P2750-01-000-0178-00	$10,820	$6,500	$1,048.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 179, Palm Shores Subdivision	P2750-01-000-0179-00	$9,450	$3,000	$202.00	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 180, Palm Shores Subdivision	P2750-01-000-0180-00	$11,870	$8,000	$1,333.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 181, Palm Shores Subdivision	P2750-01-000-0181-00	$11,870	$6,600	$1,067.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 182, Palm Shores Subdivision	P2750-01-000-0182-00	$10,368	$6,600	$1,067.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 183 & 184, Palm Shores Subdivision	P2750-01-000-0183-00	$14,741	$8,000	$1,110.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 185, Palm Shores Subdivision	P2750-01-000-0185-00	$10,368	$6,100	$972.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 186, Palm Shores Subdivision	P2750-01-000-0186-00	$10,368	$6,500	$1,048.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 187, Palm Shores Subdivision	P2750-01-000-0187-00	$12,500	$7,000	$1,143.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 188, Palm Shores Subdivision	P2750-01-000-0188-00	$12,500	$9,600	$1,637.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 189, Palm Shores Subdivision	P2750-01-000-0189-00	$11,870	$8,000	$1,333.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 190, Palm Shores Subdivision	P2750-01-000-0190-00	$11,870	$7,500	$1,238.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 191, Palm Shores Subdivision	P2750-01-000-0191-00	$11,870	$7,200	$1,181.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 192, Palm Shores Subdivision	P2750-01-000-0192-00	$11,870	$6,900	$1,124.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 193, Palm Shores Subdivision	P2750-01-000-0193-00	$11,870	$11,000	$1,903.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 194, Palm Shores Subdivision	P2750-01-000-0194-00	$11,870	$7,500	$1,238.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 195, Palm Shores Subdivision	P2750-01-000-0195-00	$11,870	$6,600	$1,067.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 196, Palm Shores Subdivision	P2750-01-000-0196-00	$11,870	$6,600	$1,067.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 197, Palm Shores Subdivision	P2750-01-000-0197-00	$11,870	$7,600	$1,257.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 198, Palm Shores Subdivision	P2750-01-000-0198-00	$11,870	$8,000	$1,333.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 199, Palm Shores Subdivision	P2750-01-000-0199-00	$11,870	$8,000	$1,333.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 200, Palm Shores Subdivision	P2750-01-000-0200-00	$11,325	$8,000	$1,263.60	N/A

T-543-03-C	PALM SHORES DEVELOPMENT	Lot 201, Palm Shores Subdivision	P2750-01-000-0201-00	$11,260	$8,000	$1,333.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 202, Palm Shores Subdivision	P2750-01-000-0202-00	$11,870	$9,000	$1,523.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 203, Palm Shores Subdivision	P2750-01-000-0203-00	$11,870	$9,600	$1,637.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 204, Palm Shores Subdivision	P2750-01-000-0204-00	$11,870	$8,000	$1,333.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 205, Palm Shores Subdivision	P2750-01-000-0205-00	$12,290	$9,600	$1,637.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 206, Palm Shores Subdivision	P2750-01-000-0206-00	$15,448	$13,000	$2,163.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 207, Palm Shores Subdivision	P2750-01-000-0207-00	$10,476	$7,200	$1,181.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 208, Palm Shores Subdivision	P2750-01-000-0208-00	$12,168	$6,600	$1,011.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 209, Palm Shores Subdivision	P2750-01-000-0209-00	$12,538	$10,500	$1,713.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 212, Palm Shores Subdivision	P2750-01-000-0212-00	$13,721	$7,800	$1,227.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 213, Palm Shores Subdivision	P2750-01-000-0213-00	$14,046	$8,000	$,1.263.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 214, Palm Shores Subdivision	P2750-01-000-0214-00	$11,999	$7,200	$1,119.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 215, Palm Shores Subdivision	P2750-01-000-0215-00	$16,387	$7,200	$1,119.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 216, Palm Shores Subdivision	P2750-01-000-0216-00	$15,521	$8,000	$1,263.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 217, Palm Shores Subdivision	P2750-01-000-0217-00	$12,445	$5,500	$813.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 218, Palm Shores Subdivision	P2750-01-000-0218-00	$12,132	$8,500	$1,353.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 219, Palm Shores Subdivision	P2750-01-000-0219-00	$10,588	$6,700	$1,029.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 220, Palm Shores Subdivision	P2750-01-000-0220-00	$11,127	$3,000	$383.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 221, Palm Shores Subdivision	P2750-01-000-0221-00	$12,118	$7,000	$1,083.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 224, Palm Shores Subdivision	P2750-01-000-0224-00	$11,446	$5,000	$723.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 225, Palm Shores Subdivision	P2750-01-000-0225-00	$12,002	$10,100	$1,641.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 226, Palm Shores Subdivision	P2750-01-000-0226-00	$15,922	$12,200	$2,019.60	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 119, Palm Shores Subdivision	P2750-01-000-0119-00	$11,250	$5,100	$782.80	N/A
T-543-03-C	PALM SHORES DEVELOPMENT	Lot 112, Palm Shores Subdivision	P2750-01-000-0112-00	$32,617	$9,700	$1,656.80	N/A

T-329-05-E	LARRY STEPHEN PHILLIPS	0.45 acres, more or less, being the north 100 ft. of the south 250 ft. of the west 198 ft. of the east 233 ft. of Lot 6, Block "B", Adjacent to the City of Edinburg.	E3200-00-00B-0006-02	$69,491	$30,000	$4,942.15	$1,027.34
T-1149-06-F	Mike Loredo	Lot 137, Bar Subd, Unit 5	B1570-05-000-0137-00	$11,921	$2,000	$15.28	$1.75
T-808-07-B	Reymunda G. Trevino	Lot 128, Bar Subd, Unit 5	B1570-02-000-0128-00	$11,823	$7,100	$903.28	$102.93
T-540-06-I & T-506-08-E	The Known & Unknown Heirs of Eugene C. Dillon (Deceased)	The north 512 ft. of the south 1145 ft. of the east 100 ft. of the east ½ of the south 7 acres of the east 10 acres of Lots 1 & 2, Block 11, John Closner Subdivision	J5700-00-011-0002-02 & J5700-00-011-0002-07	$64,100	$36,500	$7,511.02	$682.82

Total Hidalgo County will receive $91,959.93

Total Hidalgo County Drainage District #1 will receive $2,332.67

UNEBARGER

AI-33853 **Comm. Court Executive Office 5. F.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pursuant to the Hidalgo County fuel policy, requesting approval to reimburse Tomas Salazar for the purchase of fuel in the amount of $51.00 for county vehicle (due to fuel card not working) with authority for the County Treasurer's Office to issue payment/check after the Auditor's Office processing procedures are completed.

BACKGROUND

2-1100-413-00-125-001-0-626

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available through Req#221605 in the amt of $51.00 as of 8/24/12 for Tomas Salazar.

Attachments

fuel receipt

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	8/15/12	$51.00	Stripes

TOTAL $51.00

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

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

SIGNATURE: Tomas Salazar

TITLE: Courier
PERSON MAKING PURCHASE

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

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

Monica Badillo
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

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

8-15-12

Stripes # 9137
1218 E. Canton
Edinburg, TX

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

Descr.	qty	amount
UNLD CA #12	14.917G @ 3.419/ G	51.00
	Sub Total	51.00
	Tax	0.00
	TOTAL	51.00
	CASH $	101.00
	Change $	-50.00

THANKS, COME AGAIN
Diesel fuel contains up to 5.0%
biodiesel or renewable diesel
-state diesel tax $0.19 per gallon
REG# 0004 CSH# 015 DR# 01 TRAN# 41610
08/15/12 15:21:29 ST# 9137

2- 1100-413-00-125-001-0-626

INVOICE RECEIVED BY: Laura T. on 8/15/12
GOODS/SERVICES RECEIVED BY: on 8/15/12

AI-33868 **Comm. Court Executive Office 5. G.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Executive Office:
1. Requesting permission for Valde Guerra and Martin Ramirez to travel to Austin, Texas on September 12-14, 2012 to attend the Water Quality/Stormwater Seminar
2. Requesting permission for Valde Guerra to travel to Austin, Texas on October 7-13, 2012 to attend the 2012 County Investment Officer Training, Level I

BACKGROUND

Acct. #2-1100-413-00-125-001-0-xxx

Req #s
220538
220543
220546
220548
220644

Req #s

221196
221198
221202
221204

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance through Req # 220538, 220543, 220546, 220548, 220644.
Available account balance through Req# 221196, 221198, 221202, 221204.

Attachments

1
2

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/02/12

DEPARTMENT NAME: Hidalgo County Executive Office/Environmental Compliance

TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

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

EVENT INFORMATION

TITLE OF EVENT:	Water Quality/Stormwater Seminar		
EVENT DATE(S) FROM:	09/13/12	TO:	09/14/12
DEPARTURE DATE:	09/12/12	RETURN DATE:	09/14/12
LOCATION OF EVENT: CITY:	Austin	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 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)	$ 250.00	
Subtotal for Object Code 584	$ 250.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 370.20	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING	$ 496.80	
11. MEALS	$ 192.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 1,059.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,309.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)	
AIRFARE*	X
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.:
	8/8/12	Laura Torres	x4859

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:

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

Req. #'s
220538 - Hotel
220543 - Registra
220546 - Martin
220548 - Valde
220644 - Flight

CC 8/28/12

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Valde Guerra	EMPLOYEE I.D. NO.:	019542	EMPLOYEE TITLE:	Commissioner's Court Executive Officer
DEPARTMENT:	Hidalgo County Executive Office	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	9/12/12	RETURN DATE:	9/14/12		
TIME OF DEPARTURE:	1:35 PM	TIME OF RETURN:	10:19 PM		
TO CITY:	Austin	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING: START DATE:	9/13/2012	END DATE:	9/14/2012	ACTUAL NO. OF DAYS	2
TITLE OF WORKSHOP/CONFERENCE:	Water Quality/Stormwater Seminar				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Air	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?	NO	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 12-Sep	MONTH / DAY 13-Sep	MONTH / DAY 14-Sep	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.

	Valde Guerra	
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

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:	Executive Office/Environmental Compliance	If, applicable, was travel approved by Co. Exec. Officer?	Yes
DEPARTURE DATE:	9/12/2012	RETURN DATE:	9/14/2012
TO CITY:	Austin	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Valde Guerra & Martin Ramirez		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	2		
PURPOSE/BENEFIT TO HIDALGO COUNTY:			

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	Water Quality/Stormwater Seminar		
SPONSORED BY:	TCEQ		
REGISTRATION CHECK PAYABLE TO:	TCEQ		
REGISTRATION ADDRESS:		SEMINAR START DATE:	9/13/2012
		SEMINAR END DATE:	9/14/2012
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 125.00	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":	0
GL ACCT NO.:	2-1100-413-00-125-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	2

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	250.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	250.00
TOTAL 2ND PAGE (B + C + D):	$	867.00
GRAND TOTAL (A + B + C + D)	$	1,117.00

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.
Valde Guerra		19542
Martin Ramirez		187097

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:	9/12/12	RETURN DATE:	9/14/12		
TIME OF DEPARTURE:	3:00 PM	TIME OF RETURN:	11:00 PM		
TO CITY:	Austin	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING: START DATE:	9/13/2012	END DATE:	9/14/2012	ACTUAL NO. OF DAYS	2
TITLE OF WORKSHOP/CONFERENCE:	Water Quality/Stormwater Seminar				
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 12-Sep	MONTH / DAY 13-Sep	MONTH / DAY 14-Sep	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	Valde Guerra DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

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

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

DEPARTMENT:	Executive Office/Environmental Compliance		
DEPARTURE DATE:	9/12/2012	RETURN DATE:	9/14/2012
TO CITY:	Austin	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Valde Guerra & Martin Ramirez		
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:	Radisson Hotel & Suites	HOTEL PHONE NO:	(512) 478-9611
ADDRESS OF HOTEL:	111 E. Cesar Chavez St. Austin, Tx. 78701	CONFIRMATION NO.(s):	C20G9DX
ROOM RATE:	$ 108.00	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	2	GENERAL LEDGER ACCT NO:	2-1100-413-00-125-001-0-583
ROOM RATE:	$ 108.00	TOTAL NO. OF ROOMS:	2
NUMBER OF NIGHTS:	2		
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. $ 496.80

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:	United Airlines		
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	BQTP2F
ROUND TRIP AIRFARE PER PERSON:	$370.20		
NUMBER OF TRAVELERS:	1		
GENERAL LEDGER ACCOUNT NUMBEI	2-1100-413-00-125-001-0-583	P.O. NO.	

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ 370.20

SUBTOTAL (B+C+D) $ 867.00

Texas Commission on Environmental Quality

Water Quality/Storm Water Seminar

September 13-14, 2012

Austin, Texas

Professional Engineers and Wastewater Operators may earn up to 14.5 Hours of Continuing Education Credit hours

Austin Convention Center
500 East Cesar Chavez Street
Austin, TX 78701

Presentation time slots are subject to change

Tentative Agenda

Thursday, September 13, 2012

7:00-8:00 am ***Registration, Continental Breakfast/Visit exhibits***

8:00-8:15 am ***Welcome - Office of Water***
L'Oreal W. Stepney, P.E., Deputy Director

8:15-8:30 am ***Updates – Water Quality Division***
David W. Galindo, Director

8:30-8:45 am ***Take Care of Texas***
A personal responsibility campaign on water conservation.
Cynthia Carter, Small Business Environmental Assistance

8:45-9:30 am ***FAQs on Wastewater Record Keeping and Reporting***
Tips and tools for improving record keeping and accuracy of reporting.
Danielle Clements, Small Business Environmental Assistance

9:30 -10:00 am	***Break/Exhibits***
10:00-10:20 am	***Texas Water Quality Standards Implementation Procedures*** An overview of the status and proposed revision of the Texas Surface Water Quality Standards and their implementation procedures. *Sue Reilly, Water Quality Division*
10:20-10:45 am	***Texas Water Quality Standards Development and Implementation*** An overview of the status and proposed revisions to the Texas Surface Water Quality Standards. *Jill Csekitz, Water Quality Planning Division*
10:45-11:30 am	***Storm Water Inspections*** What to expect during an investigation of your construction project or of your industrial site operating under authorization of the applicable storm water general permit. *TBD- Region Inspector*
11:30-12:30 pm	***Lunch (provided)*** *TBD*
12:30-1:00 pm	***Homeland Security for Wastewater Treatment Systems*** Update on the latest in Homeland Security requirements for wastewater systems. *Louis C. Herrin, III, P.E., Water Quality Division*
1:00-1:45 pm	***Storm Water Multi-Sector General Permit*** Overview of the TPDES Multi-Sector General Permit (MSGP) and impacts to regulated industrial storm water discharges. *Dan Siebeneicher, Water Quality Division*
1:45-2:45 pm	***Storm Water Construction General Permit*** Overview of the TPDES Storm Water Construction General Permit (CGP), update on EPA's National Effluent Limitation Guidelines for Construction Storm Water Discharges, and status of the renewal process. *Rebecca L. Villalba, Water Quality Division*

2:45-3:15 pm	***Break/Exhibits***
3:15-4:15 pm	***Storm Water Phase II Municipal Separate Storm Sewer Systems*** An overview of the TPDES Municipal Separate Storm Sewer System (MS4) program, general review of Storm Water Management Programs., and status of the renewal process of the Phase II MS4. *Hanne Nielsen, Water Quality Division*
4:15-5:00 pm	***Storm Water Roundtable Questions*** *Storm Water Team*

Friday, September 14, 2012

7:00-8:00 am	***Registration, Continental Breakfast/Visit exhibits***
8:00-8:10 am	***Updates - Water Supply Division*** *Linda Brookins, Director*
8:10-8:20 am	***Updates – Water Quality Planning Division*** *Kelly Holligan, Director*
8:20-8:30 am	***Updates - Water Availability Division*** *Kellye Rila, Director*
8:30-9:30 am	***Compliance Improvement Strategies for Municipal Wastewater Systems*** An overview of common wastewater violations, why they occur, and how to prevent them. Brief updates on TCEQ's Sanitary Sewer Overflow Initiative. *David James, Water Quality Division*
9:30-10:00 am	***Break/Exhibits***

10:00-10:30 am ***Municipal Wastewater Permits***

A discussion on the technical issues to consider when completing applications for municipal or domestic wastewater permits.
Dex Dean, Water Quality Division

10:30-11:30 a.m. ***Pretreatment Program***

An overview of the TPDES pretreatment program, conducting industrial user surveys, and categorical industrial users discharging to Publicly Owned Treatment Works without an approved pretreatment program.
Stefanie Starr and Mimi Wallace, Water Quality Division

11:30-12:45 ***Lunch (not provided)***

12:45-1:15 pm ***Industrial Permits***

A discussion on the technical issues to consider when completing applications for industrial or commercial wastewater permits.
Tres Koenings, Water Quality Division

1:15-1:45 pm ***Land Application of Sludge***

A review of the administrative and technical issues on the beneficial use of sewage sludge.
Kellie Crouch-Elliott, Water Quality Division

1:45-2:45 pm ***Chapter 217 Design Criteria***

A discussion on technical issues and the new regulations for domestic treatment facilities and collection systems.
Louis C Herrin, III, P.E., Water Quality Division

2:45-3:15 pm ***Break/Exhibits***

3:15-4:15 pm ***Water Quality Roundtable Questions***

Water Quality Staff

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: 8/2/12
Department: Hidalgo County Executive Office **Requestor:** Lauro Torres **EXT:** 4859
Number of Employees: 2
Employee(s) Name (DOB if requesting airfare): Valde Guerra & Martin Ramirez

Destination: Austin, TX.
Name of Seminar/Conference: Water Quality/Stormwater Seminar
Travel Account Number: 2-1100-413-00-125-001-0-583

HOTEL: **Req. #:** 220538 **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Radisson Hotel & Suites **Hotel Address:** 111 E. Cesar Chavez St. Austin, TX. 78701

Number of Rooms: 2 **Hotel Phone Number:** (512) 478-9611

Check In: September 12, 2012 **Check Out:** September 14, 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. #:** 220644 **P.O. #:** CITIBANK vendor #: 343277
Refundable: YES **NO** **Airline Name:** _____

Departure Date/Time: 9/12/12 12:00 p.m. **Return Date/Time:** 9/14/12 5:00 p.m.

_____ 8/3/12
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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/15/12

DEPARTMENT NAME: Hidalgo County Executive Office

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Valde Guerra

EVENT INFORMATION

TITLE OF EVENT:	2012 County Investment Office Training, Level I		
EVENT DATE(S) FROM:	10/07/12	TO:	10/13/12
DEPARTURE DATE:	10/07/12	RETURN DATE:	10/13/12
LOCATION OF EVENT: CITY:	Austin	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 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)	$ 395.00	
Subtotal for Object Code 584	$ 395.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 415.60	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING	$ 745.20	
11. MEALS	$ 273.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 1,433.80	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,828.80	$

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

AIRFARE*	X
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.

Req. #'s

Airfare - 221196

Hotel - 221198

Meals - 221202

Registration - 221204

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.:
	8/22/12	Laura Torres	X4859

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
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Valde Guerra	EMPLOYEE I.D. NO.:	019542	EMPLOYEE TITLE:	Commissioner's Court Executive Officer
DEPARTMENT:	Hidalgo County Executive Office	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	10/7/12	RETURN DATE:	10/13/12		
TIME OF DEPARTURE:	6:00 AM	TIME OF RETURN:	10:00 PM		
TO CITY:	Austin	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 10/7/2012	END DATE: 10/13/2012	ACTUAL NO. OF DAYS		7
TITLE OF WORKSHOP/CONFERENCE:	2012 County Investment Officer Training, Level 1				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	AIRFARE	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?	NO	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 7-Oct	MONTH / DAY 8-Oct	MONTH / DAY 9-Oct	MONTH / DAY 10-Oct	MONTH/ DAY 11-Oct	MONTH / DAY 12-Oct	MONTH / DAY 13-Oct	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$63.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$84.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$126.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$273.00	$ 273.00

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: $ 273.00

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

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

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

DEPARTMENT:	Hidalgo County Executive Office		
DEPARTURE DATE:	10/7/2012	RETURN DATE:	10/13/2012
TO CITY:	Austin	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Valde Guerra		
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:	Sheraton Austin Hotel	HOTEL PHONE NO:	(512) 478-1111
ADDRESS OF HOTEL:	701 East 11th St.	CONFIRMATION NO.(s):	655388614
	Austin, Tx. 78701		
ROOM RATE:	$ 108.00	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	6	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:	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. $ 745.20

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:	Southwest Airlines		
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	
ROUND TRIP AIRFARE PER PERSON:	$415.60		
NUMBER OF TRAVELERS:	1		
GENERAL LEDGER ACCOUNT NUMBEI	2-1100-413-00-125-001-0-583	P.O. NO.	

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ 415.60

SUBTOTAL (B+C+D) $ 1,160.80

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

DEPARTMENT:	Hidalgo County Executive Office	If, applicable, was travel approved by Co. Exec. Officer?	Yes
DEPARTURE DATE:	10/7/2012	RETURN DATE:	10/13/2012
TO CITY:	Austin	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Valde Guerra		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		
PURPOSE/BENEFIT TO HIDALGO COUNTY:			

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	2012 County Investment Officer Training, Level I		
SPONSORED BY:	Texas Association of Counties		
REGISTRATION CHECK PAYABLE TO:	Texas Association of Counties		
REGISTRATION ADDRESS:	Education Department/CIO Level I	SEMINAR START DATE:	10/7/2012
	P.O. Box 2131	SEMINAR END DATE:	10/13/2012
	Austin, TX. 78768	PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 395.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	0
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.	$	395.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	395.00
TOTAL 2ND PAGE (B + C + D):	$	1,160.80
GRAND TOTAL (A + B + C + D)	$	1,555.80

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.
Valde Guerra		19542
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.

August 17, 2012

Vale Guerra
Executive Officer
Hidalgo County
2818 S. Business Hwy 281
Edinburg, TX 78539

Dear Mr. Guerra

We are delighted to confirm your enrollment in the Texas Association of Counties County Investment Officer Level I Training program. The class begins on Sunday, October 7 and continues through Saturday, October 13, 2012. The following are a few details about the class, hotel, and exam.

Schedule

Sunday, October 7, 2012

1-3 pm	Registration	Sheraton Austin Hotel at the Capitol – Creekside I
3-6 pm	Classes	Sheraton Austin Hotel at the Capitol – Creekside I
6 pm	Networking	Sheraton Austin Hotel at the Capitol – Lobby Bar

Monday, October 8-Friday, October 12

7:30 am	Breakfast	Texas Association of Counties Events Center
8:30am – 5pm	Classes	Texas Association of Counties Events Center

Thursday, October 11

pm	Esther's Follies & Downtown Austin (transportation provided)

Saturday, October 13

7:30 am	Breakfast	Sheraton Austin Hotel at the Capitol – Creekside I
9:00 am	Exam	Sheraton Austin Hotel at the Capitol – Creekside I

Texas Association of Counties 4th Floor Events Center
1210 San Antonio Street (at 13th Street), Austin
(512) 478-8753

Texas Association of Counties is located 0.8 miles from the hotel. Attendees are welcome to complimentary self parking in the TAC building parking garage. Breakfast and lunch will be provided for you Monday through Friday at the TAC Events Center. Please dress

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 8/20/12 BY:

in layers, as the meeting room temperature can vary. The optional CIO certification exam begins at 9am Saturday at the Sheraton Hotel for those who wish to obtain the CIO credential. It is an open book exam. Please bring your calculator.

Hotel

Sheraton Austin Hotel at the Capitol
701 East 11th St.
(512) 478-1111

Parking:	Discounted self parking at $10 per vehicle per day
Reservations:	The hotel block cutoff date is September 9, 2012. Call 1-888-627-8349 and ask for the "Texas Association of Counties" room block to receive the $108 plus tax single occupancy rate. Please contact the Sheraton Hotel directly should you need to cancel your hotel reservations.
Check In:	Check in begins at 3pm and check out time is noon. The hotel will store your luggage upon request until session is over on Sunday. Please check out of your hotel room before the CIO certification exam on Saturday.

Special Event

On Thursday evening, we invite you attend an evening at Esther's Follies, a live comedy performance located downtown on 6th Street. Transportation will be provided.

Survey

Please complete the following survey questions so that our faculty may best understand the class. Fax back to Angela at (512) 477-1324.

Feel free to contact us with any questions at (800) 456-5974.

See you in October!

Angela Russell and Deanna Auert
Texas Association of Counties Education Department
(512) 478-8753 / (800) 456-5974 toll free in Texas
(512) 477-1324 fax
angelar@county.org/ deannaa@county.org

County Investment Officer Level I 2012 Survey

Valde, please answer the following questions and fax this page to Angela Russell at (512) 477-1324 by September 12.

1. How long have you been in your present job?

2. What is your portfolio made up of?

3. Are you the primary investor?

4. What is your knowledge of PFIA?

5. Why are you taking this class?

6. How actively involved are you in your depository contract & investment policy?

7. Describe your function as it relates to investments.

I plan to join the group for an evening on 6th Street and attend a performance of Esther's Follies.

☐ Yes ☐ No

Signature_____

Please fax this page to us by September 12. (512) 477-1324

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: 8/15/12
Department: Hidalgo County Executive Office **Requestor:** Lauro Torres **EXT:** 4859
Number of Employees: 1
Employee(s) Name (DOB if requesting airfare): Valde Guerra D.O.B. 11/22/1966

Destination: Austin, TX.
Name of Seminar/Conference: 2012 County Investment Officer Training, Level 1
Travel Account Number: 2-1100-413-00-125-001-0-583

HOTEL: **Req. #:** 221198 **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: sheraton Austin Hotel **Hotel Address:** 701 East 11th Street

Number of Rooms: 1 **Hotel Phone Number:** (512) 478-1111

Check In: October 7, 2012 **Check Out:** October 13, 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. #:** 221196 **P.O. #:** CITIBANK vendor #: 343277
Refundable: YES **NO** **Airline Name:** _____

Departure Date/Time: October 7, 2012 **Return Date/Time:** October 13, 2012

_____ 8/18/12
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

AI-33854 **5. H.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Elections Department:
Requesting approval to advertise/hire for the following:

Slot #	Position	Grade
0007	Field Service Specialist II	10

BACKGROUND

Attachments

Requisition/Job Description

Form Review

Form Started By: Nereida Garza Started On: 08/24/2012

Final Approval Date: 08/24/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

Received
AUG 15 2012
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Elections Department

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE FIELD SERVICE SPECIALIST II

☒ NEW POSITION OR REPLACEMENT FOR: JAVIER BLANCO EMPLOYEE NO 173444

DEPT NO 0130 POSITION/SLOT NO 0007

ADVERTISED SALARY: $35,254 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: Hidalgo County Elections Department, 101 South 10th Avenue, Edinburg, TX 78539, Monday - Friday 8am-5pm unless otherwise required by elections.

CONTACT PERSON: Amanda Valdez EXTENSION / PHONE NO: 5731

Department Head or Elected Official — Date: 08/14/2012

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

8.22.12
~~APPROVED HR CHIEF~~ OF STAFF / DATE
Designee

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date — Closing Date

Revised Date: May 2008

FIELD SERVICE SPECIALIST II

GRADE: 10

GENERAL DESCRIPTION

Provide technical assistance in a professional manner, act as liaison for election officials, and perform other required activities during each election; Performs maintenance, testing, preparation, training, delivery and return for voting systems – the ballot scanning equipment used on Election Day and the direct record electronic system (DRE) used in Early Voting and Election Day; Utilize bar code technology to record the movement of the voting equipment and components through out the election process; Provides assistance in inventory of all election equipment, components and supplies.

EXAMPLES OF WORK PERFORMED

Performs maintenance and testing on the paper ballot scanning equipment and Direct Record Electronic voting equipment (DRE), connecting to Laptop and software

Provides technical support of personal computers' connectivity to the online voter registration system and early voter posting system including installation of personal computers, monitors, printers, and network communications devices; Schedules installation by contacting client by phone

Notifies supervisor of any mechanical, maintenance or safety issues with recurring problems related to any vehicles owned or rented by the department

Provides assistance to early voting clerks and election officials in a clear and professional manner

Performs the preparation, assembly, and proofing of the election officials supply kits

Performs DRE electronic ballot proofing including audio

Performs paper ballot proofing and distribution

Performs pre-tests and public tests of all election equipment and components

Delivers and tests the computers connectivity to the DRE equipment used for early voting

Routes the delivery and return of the early voting and Election Day equipment and supplies

Provides phone support to election officials on Election Day

Utilizes bar code technology to record the movement of the voting equipment and components through out the election process and of election supplies

Provides technical support on Election Day and during the early voting process

Assists in election officials training by setting up equipment, chairs, and video equipment

Resolves routine questions and problems concerning voting equipment and procedures

Troubleshoots in field service environment related to online voter registration system, early voting posting system, ballot scanning equipment, DRE equipment and network communications

Tests the voting system laptops to ensure connectivity and accuracy at Rally Stations prior to and on election night

Provides training, assistance and technical support to Rally station personnel on election night

Assists other department divisions as required

Surveys polling places for compliance with the Americans with Disabilities Act (ADA) to ensure that voters with disabilities are safe and have the ability to cast their votes without assistance

Acts as a liaison for election activities related to election services contracts with municipalities, school districts, and political parties

Attends training as assigned by supervisor to maintain, enhance, or acquire job skills

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related experience; Graduation from a high school or equivalent; Associate Degree in Electronics or Computer Science preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the Election Code, Tax Laws, rules and procedures

Ability to read and interpret documents such as tax laws and ordinances, computer program instructions and election law procedures

Technical experience with multimedia equipment

Ability to write routine reports and correspondence

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-33894 **Comm. Court Executive Office 5. I.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Fire Marshal Department:
Requesting approval to advertise/hire for the following:

Position	Slot #	Grade
Deputy Fire Marshal	003	10

BACKGROUND

Attachments

req

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Fire Marshal

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Deputy Fire Marshal / 10

☐ NEW POSITION OR REPLACEMENT FOR: Marco A. Romero EMPLOYEE NO 138142

DEPT NO 300 POSITION/SLOT NO 003

ADVERTISED SALARY: $35,254 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See attached Job Description.

WORK LOCATION / HOURS: 1615 S. Closener, Ste H Edinburg, Tx 78539
Must be able to work hours other than 8:00 to 5:00
(On call 24 Hours)

CONTACT PERSON: Juan Martinez EXTENSION / PHONE NO: 318-2656
Ext: 5905

Department Head or Elected Official

8/24/12
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 8/24/12 BY:

DEPUTY FIRE MARSHAL

GRADE: 10

GENERAL DESCRIPTION

Investigate fires, prepare and file cases with the District Attorney's office, and inspect County jails and businesses. Responsible for investigating fire hazards, complaints, and bomb threats in addition to teaching fire prevention and working with all fire departments in the County, paid and volunteer. Serve as Fire Marshal in his or her absence.

EXAMPLES OF WORK PERFORMED

Investigates fire/arson/explosions

Handles fire inspections and complaints

Conducts fire prevention education

Works with County, City, State and Federal Agencies

Maintains files, records and reports

Works with fire departments

Coordinates the Hidalgo County Arson Task Force

Coordinates emergency management for unincorporated areas of the County

Investigates explosions and explosive devices

Coordinates and investigates HAZMAT incidents in unincorporated areas

Coordinates weapons of mass destruction activities in unincorporated areas

Enforces State fireworks rules and inspection of firework stands

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related experience. Graduation from a high school or equivalent; Vocational or Special Training preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations relevant to job

Ability to direct and organize program activities; to establish program goals and objectives that support the strategic plan; to identify problems, evaluate alternatives, and implement effective solutions; to prepare reports; to communicate effectively;

Registration, Certification, or Licensure

Must be a State Certified Arson Investigator, State Certified Peace Officer, State Certified Fire Fighter and State Certified Fire Inspector

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-33895 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Adrian Guerra, County Judge's Office **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation honoring Maria G. Valladares celebrating her 100th Birthday

BACKGROUND

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

AI-33796 **Constables 7. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3- STOP Truancy (1285):
1. Approval of certification of revenues, as certified by the County Auditor in the amount of $79,255.74.
2. Approval of appropriation of funds (School Districts and local match).
3. Approval of salary schedule.

BACKGROUND

Agreements to be effective 09-1-12 to 08-31-13 for FY 2013 (2012-2013 school year)

50% Funding by School Districts:

La Joya ISD - $25,049.40
Mission CISD - $27,344-79
Sharyland ISD - $26,861.55

Please reference Agenda Item No: 32524 from May 29, 2012.

Fiscal Impact

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

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

BUDGETARY IMPACT:

See attached appropriation for funding availability.

Attachments

interlocals
salary analysis
appropriation
salary schedule

Form Review

Form Started By: Rachel Cavazos Started On: 08/24/2012

Final Approval Date: 08/24/2012

Approval of Renewal

AI-32524 **Constables 6. A.**
CC REGULAR
Meeting Date: 05/29/2012
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Department: CONSTABLE PCT. #3

Information

CAPTION

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

BACKGROUND

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

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

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

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1285-421-00-293-005-3-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y
BUDGETARY IMPACT:
Certification of revenues, appropriation of funds, and approval of salary schedule will be done at a later date, once interlocals are executed by school districts.

Attachments

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

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 04:36 PM
Ivan Cantu	Ivan Cantu	05/25/2012 11:42 AM
Sylvia Solis	Sylvia Solis	05/25/2012 02:05 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Rachel Cavazos Started On: 05/23/2012 03:39 PM
Final Approval Date: 05/25/2012

HIDALGO COUNTY CONSTABLE PCT. 3

STOP TRUANCY

Salaries Worksheet

2012-2013 School (Fisical) Year

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

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

ivan.cantu

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

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

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

The agreements are fine.

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

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

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

ATTEST:

_____
Patty Bazaldua, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

_____
Arnoldo Ochoa, President, Board of Trustees

ATTEST:

_____
Narciso Solis, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____
Dr. Noe Oliveira, President, Board of Trustees

ATTEST:

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

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

HIDALGO COUNTY CONSTABLE PCT

STOP TRUANCY

Salaries Worksheet

2012-2013 School (Fisical) Year

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

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

DATE: August 21, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 3 STOP Truancy

AI 33796

ACCOUNT NUMBER: 2-1285-421-00-293-005-3-XXX

Contact Person: Rosie Cantu Ph#: (956) 292-7025 ext. 5408

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
2-1285-421-00-293-005-3- 113	STOP Truancy-	Reg F/T Employees	117,800.00
2-1285-421-00-293-005-3- 117	STOP Truancy-	Supplemental Pay	3,000.00
2-1285-421-00-293-005-3- 211	STOP Truancy-	Health Insurance	12,492.00
2-1285-421-00-293-005-3- 212	STOP Truancy-	Life Insurance	81.00
2-1285-421-00-293-005-3- 220	STOP Truancy-	FICA	9,241.20
2-1285-421-00-293-005-3- 230	STOP Truancy-	Retirement	12,019.60
2-1285-421-00-293-005-3- 250	STOP Truancy-	Unemployment Comp	604.00
2-1285-421-00-293-005-3- 260	STOP Truancy-	Workers Comp	3,273.68
	Total Appropriations		**158,511.48**
2-1285-337-00-293-001-3- 000	STOP-	Mission ISD	27,344.79
2-1285-337-00-293-002-3- 000	STOP-	La Joya ISD	25,049.40
2-1285-337-00-293-003-3- 000	STOP-	Sharyland ISD	26,861.55
2-1285-391-01-000-100-3- 000	Transfers In-	General Fund **(DO NOT POST)**	79,255.74
2-1100-491-01-000-285-3- 891	Transfers Out-	Desig Purp Lvl 5 **(DO NOT POST)**	79,255.74
	Total Revenue		**158,511.48**
		TOTAL BUDGET INCREASE (DECREASE)	**158,511.48**

REASON: Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2013. Grant period is from 9-1-12 to 8-31-13. **Total county cash match is $79,255.74.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1285-421-00-293-005-3

AI - 33796

STOP TRUANCY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DEPUTY CONSTABLE STEP I				$38,000.00	$38,000.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$41,000.00
0002	113	DEPUTY CONSTABLE STEP I				$38,000.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00
0003	113	SR. DEPUTY CONSTABLE STEP I				$41,800.00	$41,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,800.00
					TOTAL	$117,800.00	$117,800.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$120,800.00

AI-33831 **Constables 7. B.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: J. E. Guerra **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
1. Discussion, consideration, and approval to appoint Oscar David Montoya as a Deputy Constable by Constable J.E. "Eddie" Guerra, Constable Precinct 4 in accodance with Texas Local Government Code Section 86.011.

2. Discussion, consideration, and approval to appoint Robert Vela Jr. as a Reserve Deputy Constable by Constable J.E. "Eddie" Guerra, Constable Precinct 4 in accodance with Texas Local Government Code Section 86.012.

BACKGROUND

Oscar David Montoya
Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Robert Vela Jr.
Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact on either appointments.

Appointment of Deputy Constable: Deputy's position is currently allocated funds within his slot in department 110-075 (Emergency Management). No new employee will be hired.

Appointment of Reserve Deputy: no funding required. Reserve Deputies are not on county payroll.

Attachments

LGC 86

Form Review

Form Started By: Joel Rivera Started On: 08/24/2012

Final Approval Date: 08/24/2012

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-33748 **Constables 7. C.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct #4 (1100):
Pursuant to the Hidalgo County fuel policy, requesting approval to reimburse Sergeant Aaron Moreno for the purchase of fuel in the amount of $154.71 for county vehicle unit #402, with authority for the County Treasurer's Office to issue payment/check after the Auditor's Office processing procedures are completed.

BACKGROUND

Requesting approval for fuel reimbursement of the fuel expenditures incurred by Sergeant Aaron Moreno in the amount totaling $154.71. Sergeant Moreno accidently misplaced the Comdata Fuel Card assigned to fuel his unit and since it took several days to have a new card reissued to him by the Purchasing Department, he had to utilize his personal debit card to refuel his unit.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

Available funds in req# 0218829/ p.o. 677825 as of 08/16/12.

Attachments

affidavit & receipts

Form Review

Form Started By: Nayla Munoz Started On: 08/24/2012

Final Approval Date: 08/24/2012

PURCHASE AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, **Aaron Moreno**, do hereby state that the items listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
TP48570511-001	6/12/2012	$15.59	Stripes 9137
TP48570511-001	6/12/2012	$47.21	Stripes 9137
TP48570511-001	6/14/2012	$61.91	Stripes 9137
N/A	6/18/2012	$30.00	TA Travel Center #235
	TOTAL	**$154.71**	

I, further state that I was authorized to make said purchases.

I, therefore request reimbursement of these invoices from Hidalgo County and that payment be made payable to me.

Sergeant
Title

Signature

BEFORE ME, Nayla Muñoz, the undersigned Notary Public appeared **Aaron Moreno** on his oath deposed and stated that the forgoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated that he requested payment of the same.

Signed on this 11th day of July, 2012.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

Notary Public, State of Texas

APPROVAL: Department Head

APPROVAL: County Auditor

A Moreno 407
Unit 402

WELCOME 85357

TP48570511-001
STRIPES 9137
1218 E CANTON RD
EDINBURG TX 7853

DATE 06/12/12
TIME 4:47 PM
AUTH# 171493

MASTERCARD
ACCOUNT NUMBER
XXXX XXXX XXXX 4638
MORENO/AARON L

PUMP	PRODUCT	PPG
05	UNLD	$3.099

GALLONS	TOTAL
5.030	$15.59

Diesel Fuel Contains
Up To 5% Biodiesel
or Renewable Diesel
State Diesel Tax
$0.19 per Gallon

A Moreno 407
Unit 402

WELCOME

P48570511-001 85352
TRIPES 9137
218 E CANTON RD
DINBURG TX 7853

DATE 06/12/12
TIME 5:06 PM
ITH# 173271

STERCARD
ACCOUNT NUMBER
XX XXXX XXXX 4638
RENO/AARON L

MP PRODUCT PPG
6 UNLD $3.099

ALLONS TOTAL
5.234 $47.21

esel Fuel Contains
To 5% Biodiesel
Renewable Diesel
tate Diesel Tax
$0.19 per Gallon

A Moreno 407
UNIT 402
85752 mileage

WELCOME

CP48570511-001
STRIPES 9137
1218 E CANTON RD
EDINBURG TX 7853

DATE 06/14/12
TIME 7:22 AM
AUTH# 074903

MASTERCARD
ACCOUNT NUMBER
XXXX XXXX XXXX 4638
MORENO/AARON L

PUMP	PRODUCT	PPG
02	UNLD	$3.069

GALLONS	TOTAL
20.173	$61.91

Diesel Fuel Contains
Up To 5% Biodiesel
or Renewable Diesel
State Diesel Tax
$0.19 per Gallon

58 A Moreno 67

Unit 402

THANK YOU
FOR SHOPPING
TA TRAVELCENTER #235
EDINBURG
TX 78541

86059

** DUPLICATE RECEIPT *****

---

e: 0235 Dispenser #: 14
: 06-13-12 Time 08:44

STER CARD
d: XXXXXXXXXXXX4638
adec Regular
ice/Gallon $3.059
llons: 9.807
el Amount $30.00
le Amount $30.00
proval: 084305

** DUPLICATE RECEIPT *****

AI-33763 **County Clerk 8. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of Official Bond Renewal for Elections Administrator Yvonne Ramon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-414-00-130-001-0-529

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

BUDGETARY IMPACT:

PO#679134 available

Attachments

Official Bond Renewal

Bond Sec. 31.040

Requisition

Form Review

Form Started By: Sandra Solis Started On: 08/24/2012

Final Approval Date: 08/24/2012

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO1135688	Director	20,000.00	08/26/2012	08/26/2013

PRINCIPAL

YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

FILED
AT 10:30 O'CLOCK A M
AUG 13 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OBLIGEE

COUNTY JUDGE I
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 23rd DAY OF May 2012

0895907
JESSE TREVINO INS AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429

Old Republic Surety Company
SURETY

By Phyllis M Johnson
ATTORNEY-IN-FACT

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL

ORSC 22054 (8/94)

OLD REPUBLIC
Surety Company

FILED
AT 10:30 O'CLOCK A M
AUG 13 2012
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 8/26/2012 12:00:00 AM

Bond Number: LPO1135688 Bond Amount: Twenty Thousand Dollars ($20,000.00)

Principal Name: YVONNE RAMON

Obligee Name: COUNTY JUDGE I of EDINBURG, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of May, 2012.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

Gerald C. Leach

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of May, 2012, personally came before me, Gerald C. Leach and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0895907

Signed and sealed at the City of Brookfield, WI this 23rd day of May, 2012.

Phyllis M. Johnson
Assistant Secretary

ORSC 22262 (3-06)

JESSE TREVINO INS AGENCY, INC

www.orsurety.com

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

RENEWAL – Principal's Copy
Execution Report

PRINCIPAL
YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

FILED
AT 10:30 O'CLOCK A M
AUG 13 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OBLIGEE
COUNTY JUDGE I
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

BOND NUMBER: LPO1135688 BOND AMOUNT: 20,000.00

BOND DESCRIPTION:

Director

EFFECTIVE DATE: 08/26/2012 EXPIRATION DATE: 08/26/2013

PREMIUM DUE:	70.00
FEES:	0.00
PAYMENT DUE SURETY:	70.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: B *(D-DIRECT BILL, B-AGENCY BILL)*

AGENCY 0895907

Jesse Trevino Insurance Agency, Inc.
5835 Callaghan Road, Suite 320
San Antonio, TX. 78228

None

THANK YOU FOR YOUR BUSINESS.

Sec. 31.040. BOND. (a) Before assuming the duties of a county elections administrator, the person appointed to the position must give a bond that is in an amount set by the commissioners court, not to exceed $20,000, payable to the county judge, approved by the commissioners court, and conditioned on the faithful performance of the duties of the position.

(b) The commissioners court or the administrator may require any or all of the administrator's deputies, other than unpaid volunteer deputy registrars, to give a bond similar to that required of the administrator in an amount not exceeding the amount of the administrator's bond.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Purchase Order

COUNTY OF HIDALGO

PO#: 679134

DATE: 08/07/12

VENDOR: 18465 REQ:00220662
FAX (956)687-3634 Email:
Phone:(956)687-7271
JESSE TREVINO INSURANCE AGENCY. INC.
P.O. BOX 429
MCALLEN TX 78505-0429
Vendor Acct:

BUYER: MESPARZA
SHIP TO: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539
CONTACT:
SITE: ELECTIONS
Special Instructions:
Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Yvonne Ramon's Bond Renewal		
1		OM Elections Administrator Yvonne Ramon's Bond Renewal Policy Number LPO 1135688 (8/26/2012-8/26/2013)	70.00	70.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		70.00
		**********		
		For Hidalgo County use only		
		2-1100-414-00-130-001-0-529 70.00		
		Approved		

Authorized by: Martha L. Salazar

AI-33703 **District Clerk 9. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

Discussion, consideration and approval of the AG State Case Registry & Local Customer Service Contract, FY 13/14.

BACKGROUND

The State Case Registry & Local Customer Service Contract is a customary procedure presented before Commissioners' Court for approval every other year.

Fiscal Impact

FISCAL YEAR: 2012-2014 **ACCT. #:**

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

BUDGETARY IMPACT:

This Cooperative Agreement outlines how the AG's office conducts business with the District Clerk in relation to how Registry nformation is handled for Child Support cases.

Contract period is from September 1, 2012 to Aug. 31, 2014. Contract is renewed every two years.

No fiscal impact to county

Attachments

AG State Case Registry Contract_FY13_14

Form Review

Form Started By: Ricardo Contreras Started On: 08/24/2012

Final Approval Date: 08/24/2012

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

June 20, 2012

The Honorable Laura Hinojosa
Hidalgo County District Clerk
P.O. Box 87
Edinburg, TX 78540

RE: Two Originals of FY13/14 State Case Registry and Local Customer Service Contract

Dear Ms. Hinojosa:

Attached are two originals of the renewal for the FY13/14 State Case Registry/Local Customer Service (SCR/LCS) Contract. Please have both originals signed where indicated.

Also attached is the Incident Response Plan, Attachment G (flagged), which is designed to provide a general reference to both OAG and county staff when a security incident may threaten the confidentiality of OAG data. You will need to submit a new Incident Response Plan even if no changes occurred since the previous contract. Pursuant to contract requirement § 6.4.1.1, please complete the Incident Response Plan and return it along with both signed originals to the following:

Office of the Attorney General
Child Support Division
P. O. Box 12017
Mail Code 062, Attn: Dawn Moss
Austin, Texas 78711-2017

Upon receipt of the two signed originals and the completed Incident Response Plan, the documents will be routed to Alicia G. Key, Deputy Attorney General for Child Support, for signature. After the documents have been signed by all parties, one original will be returned to you for your records. Please be advised, the contract cannot be executed before both signed originals and a current Incident Response Plan have been returned.

If you have questions regarding the execution of this contract, please contact Robert Canales at (512) 460-6283.

Sincerely,

Allen Broussard
Manager, Government Contracts

Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Hidalgo County, Texas

CONTRACT NO. 13-C0047

1. INTRODUCTION & PURPOSE

1.1. This document encompasses furnishing Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas State Disbursement Unit (TXSDU) ("Local Customer Service"). A County may contract to provide State Case Registry services only. However a county contracting to provide Local Customer Service must also contract to provide State Case Registry.

1.2. Hidalgo ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TXSDU.

1.3. This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.

1.4. The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES and TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TXSDU including all of their subsystems, functions, processes, and security requirements.

1.5. Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG child support portal at http://portal.cs.oag.state.tx.us.

2. CONTRACT PERIOD

2.1. This Contract shall commence on September 1, 2012 and shall terminate on August 31, 2014, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS OF THE OAG AND THE COUNTY

3.1. State Case Registry Activities

3.1.1. County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.

3.1.1.1. County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.

3.1.1.2. County must provide, if available, the following data elements:

3.1.1.2.1. participant type (dependent, custodial parent, non-custodial parent)

3.1.1.2.2. family violence indicator, if applicable

3.1.1.2.3. name of each participant (last and first)

3.1.1.2.4. sex code for each participant

3.1.1.2.5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant

3.1.1.2.6. cause number

3.1.1.2.7. cause county code

3.1.1.2.8. start date of cause

3.1.1.2.9. order modification date

3.1.1.2.10. address lines 1, 2, and 3, City, State, Zip (custodial parent only).

3.1.1.3. County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.

3.1.1.4. County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, protective orders, court order terminations of all types, child emancipation, multiple payees or payors, case closure and order transfers.

3.1.1.5. County shall endeavor to provide all available new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of the "date received time stamp" indicating that the order was received by the District Clerk or Local Registry's office. While this Timeliness Performance Standard is established as a goal for counties rather than a requirement, the OAG intends to monitor and report County performance toward meeting the Standard.

3.1.1.6. The provisions of 3.1.1.5 notwithstanding, County shall provide essential new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of notification by the Texas TXSDU that a payment was received.

3.1.1.7. County shall provide updated information on existing cases within three (3) business days of receipt.

3.1.1.8. County shall ensure that the Family Violence Indicator (FVI) is updated on Registry Only cases in TXCSES Web within three (3) business days of a protective order being filed. If a Full Service case exists the county shall provide the local OAG field office with a copy of the protective order within three (3) business days of it being filed.

3.1.1.9. County shall provide new and updated case information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.

3.1.1.10. County shall ensure that payments on cases that have been redirected from the County registry to the TXSDU are paid to the TXSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as

applicable) shall send all erroneously received child support payments to the TXSDU within one day of receipt.

3.1.1.11. County agrees that all court orders must direct child support payments to the (TXSDU) in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations. Where the County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same.

3.1.1.12. County shall work with the TXSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

3.2. LOCAL CUSTOMER SERVICE

3.2.1. County Customer Service Unit Resources and Services

3.2.1.1. The term "Child Support Cases" when used in this Section and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").

3.2.1.2. County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Confidentiality and Security Section below: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.2.1.2.1. These activities include but are not limited to:

3.2.1.2.1.1. Researching payments on Child Support Cases that should have been but were not received by the OAG.

3.2.1.2.1.2. Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.

3.2.1.2.1.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.2.1.2.1.4. Providing a certified copy of the court order timely to the OAG upon request.

3.2.1.2.2. The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.

3.2.2. Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.2.3. Customer Service Unit Documentation

3.2.3.1. County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i.e.*, procedures to properly identify the caller.

3.2.3.2. County shall perform the Customer Service Unit services using the following guidelines:

3.2.3.2.1. Respond to written inquiries within five (5) County business days,

3.2.3.2.2. take action on information received within three (3) County business days,

3.2.3.2.3. document case record of action or information received at time of receipt,

3.2.3.2.4. follow up to a telephone inquiry within three (3) County business days,

3.2.3.2.5. return phone calls within three (3) County business days,

3.2.3.2.6. see a customer the same day or schedule appointment within three (3) County business days of request.

3.2.3.3. County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center (800-252-8014).

3.2.3.4. The electronic files associated with customer service activity that the County may receive and process are:

3.2.3.4.1. Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).

3.2.3.4.2. Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).

3.2.3.4.3. Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).

3.2.3.4.4. Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).

3.2.4. The electronic file associated with customer service activity that the County may transmit is:

3.2.4.1. OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).

3.2.5. In the event of a failed transmission, or if a file is unable to be processed, County shall correct the problem and retransmit within one (1) business day of notification by the OAG.

3.2.6. County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG TXCSES Web application.

3.3. ACCESSING OAG SYSTEMS

3.3.1. County Responsibilities

3.3.1.1. Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.

3.3.1.2. County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract. If the County employs a

Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.

3.3.1.3. Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this, the County must demonstrate sufficient resources and ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.

3.3.1.4. County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.

3.3.1.5. Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.

3.3.1.6. The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.

3.3.1.7. To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.

3.3.1.8. County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.4. OAG Responsibilities

3.4.1. OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4. REIMBURSEMENT

4.1. OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.

4.2. OAG shall forward a Summary and Reimbursement Voucher for any particular month's activities to the County for review and approval by the 25th day of the following month.

4.3. If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County business days. County's signature constitutes

approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

4.3.1. County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service
Mail Code: 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

4.4. If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County business days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

4.4.1. OAG Rights Upon Loss of Funding

4.4.1.1. Legislative Appropriations

4.4.1.1.1. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by the United States, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.4.2. Provision of Funding by the United States

4.4.2.1. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the

statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5. Reimbursement Rates

4.5.1. State Case Registry

4.5.1.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of $12.81 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of $4.07 per Registry Only Court Order updated. Thus: [(Calendar Month new and modified Registry Only Court Orders provided x $12.81) + (Calendar Month Registry Only Court Orders updated x $4.07)] x Federal Share = OAG Liability.

4.5.2. Local Customer Service

4.5.2.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 3.2.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of $4.19 per inquiry. For purpose of reference only the Federal Disallowance Percentage for SFY 2011 annualized is 19%. Thus: (Calendar Month IV-D Inquiries Handled by County Personnel) + (Calendar Month Registry Only Inquiries Handled by County Personnel - Federal Disallowance Percentage) x ($4.19) x (Federal Share) = OAG Liability.

4.6. Limitation of OAG Liability

4.6.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

4.6.2. The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

4.6.3. County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

4.6.4. The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/ or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.

4.6.5. The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.

4.6.6. Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Forty Seven Thousand Six Hundred Dollars and No Cents ($47,600.00)**.

4.7. Assignment of Claims

4.7.1. County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

5. CONTRACT MANAGEMENT

5.1. Written Notice Delivery

5.1.1. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

5.1.1.1. County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Laura Hinojosa (or his/her successor in office)
Hidalgo County District Clerk
P.O. Box 87
Edinburg, TX 78540

5.1.1.2. OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Child Support Division
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

and

Allen Broussard (or his successor in office)
Manager, Government Contracts
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.2. Controlled Correspondence

5.2.1. After execution of this Contract, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG. The OAG has procedures in place to number and track such communications as Controlled Correspondence. Any communication not generated in accordance with such procedures and not signed out by a designated position shall not be binding upon the parties and shall be of no effect. The OAG IV-D Director and the Contract Manager are designated as authorized signatories for all Controlled Correspondence with the County on behalf of the OAG. Unless otherwise notified by the County, the OAG shall consider the District Clerk or Local Registry's office, as the County signatory to this Contract, as authorized signatories for all Controlled Correspondence on behalf of the County. In the case of any inconsistency or conflict between such procedures and a Contract provision, the Contract provision shall control. Controlled Correspondence shall not be used to change pricing or alter the provisions of this Contract. Any such change requires a Contract amendment. Controlled Correspondence may be used to document interpretations of the provisions of this Contract.

5.3. Inspections, Monitoring and Audits

5.3.1. The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with

the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records. County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, logs, audit trails or books (collectively referred to as records) relating to the performances called for in this Contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit claim, negotiation, and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

5.4. Reimbursement of Audit Penalty

5.4.1. If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

5.5. Remedies for Non-Performance

5.5.1. Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.

5.5.2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

5.5.3. If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

5.6. Training on OAG Systems

5.6.1. Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with the OAG and shall direct training requests to:

Larry Acevedo
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
email address: CSD-TRN@texasattorneygeneral.gov

5.7. Assignment

5.7.1. County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

5.8. Liaison

5.8.1. County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

5.9. Subcontracting

5.9.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

5.10. Dispute Resolution Process for County Breach of Contract Claim

5.10.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.

5.10.2. County's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

5.10.3. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.

5.10.4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

5.10.5. The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

5.10.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

5.11. Reporting Fraud, Waste or Abuse

5.11.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

5.11.1.1. the Contract Manager

5.11.1.2. the Deputy Director for Contract Operations, Child Support Division

5.11.1.3. the Director, Child Support Division the Deputy Director, Child Support Division

5.11.1.4. the OAG Ethics Advisor

5.11.1.5. the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us)

5.11.1.6. the State Auditor's Office hotline for fraud (1-800-892-8348).

5.11.2. The report of suspected misconduct shall include (if known):

5.11.2.1. the specific suspected misconduct

5.11.2.2. the names of the individual(s)/entity(ies) involved

5.11.2.3. the date(s)/location(s) of the alleged activity(ies)

5.11.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and

5.11.2.5. any documents which tend to support the allegations.

5.11.3. The words fraud, waste or abuse as used in this Section have the following meanings:

5.11.3.1. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

5.11.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

5.11.3.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6. CONFIDENTIALITY AND SECURITY

6.1. Confidentiality and Security Provisions

6.1.1. General

6.1.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.

6.1.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.

6.1.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web.

6.1.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Agreement, and shall be perpetual. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.

6.1.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.

6.1.1.6. County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.

6.1.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.

6.1.1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement.

6.1.1.9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev.8-2010) and § 231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County's behalf.

6.1.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

6.2. OAG Data Usage and Storage

6.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation

sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall annually re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child Support online Login Policy (Attachment C).

6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.8-2010) and Attachment F entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.

6.2.3.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external not-organization-controlled network [e.g. the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic authentication Guidance level 3 or 4, and shall be consistent with IRS Publication 1075 Section 4.7 Alternate Work Sites.

6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a completed OAG-Child Support Division

"Certificate of Destruction for Contractors and Vendors" (Attachment H; a copy of which is attached hereto and included herein).

6.3.2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6.3.3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Agreement. County shall forward via fax any information requests to:

Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

6.4. Security Incidents

6.4.1. Response to Security Incidents

6.4.1.1. County shall respond to detected security incidents. The term "security incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

6.4.1.1.1. Initial responders

6.4.1.1.2. Containment

6.4.1.1.3. Management Notification

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6.4.2. Attachment G is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

6.5. Notice

6.5.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Plan.

6.5.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

6.5.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.

6.5.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

6.6. Final Report

6.6.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

6.6.1.1. a detailed explanation of the cause(s) of the security incident;

6.6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

6.6.1.3. a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.6.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.6.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

6.7. Independent Right to Investigate

6.7.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and

systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

6.8. Security Audit

6.8.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services.

6.8.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6.8.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.8.1.1.2. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system; and

6.8.1.1.3. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6.8.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.8.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

6.8.1.4. County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's subcontractors, if such data or reports pertain, in whole or in part, to the Agreement Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Agreement.

6.9. Remedial Action

6.9.1. Remedies Not Exclusive and Injunctive Relief

6.9.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

6.9.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

6.10. Notice to Third Parties

6.10.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

6.10.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.

6.10.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

6.11. Commencement of Legal Action

6.11.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent.

7. AMENDMENT

7.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

8. TERMINATION OF CONTRACT

8.1. Termination

8.1.1. Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

8.2. Survival of Terms

8.2.1. Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law, Policy and Procedure

9.1.1.1. County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section above. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

9.1.2. Civil Rights

9.1.2.1. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

9.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00.

9.1.3.1. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

9.1.3.2. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

9.1.4. Environmental Protection (Contracts in Excess of $100,000.00)

9.1.4.1. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed $100,000.

9.1.5. Certain Disclosures Concerning Lobbying [Contracts in excess of $100,000]

9.1.5.1. Certain Counties shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

9.1.5.2. The requirements of this provision shall be included in all subcontracts exceeding $100,000.

9.2. News Releases or Pronouncements

9.2.1. News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

9.3. Date Standard

9.3.1. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

9.4. Headings

9.4.1. The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

9.5. Agreement Relating to Debts or Delinquencies Owed to the State

9.5.1. As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

9.6. Certification Concerning Dealings with Public Servants

9.6.1. County, by signing this contract, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this transaction.

9.7. Personnel Comportment

9.7.1. County and County subcontractor personnel and agents shall be courteous and professional in all communications during their performance of the requirements of this contract. Any actions deemed unprofessional must be remedied to the satisfaction of the OAG Contract Manager. The OAG reserves the right, in its sole discretion, to require the immediate removal and replacement of any County and/or County subcontractor personnel and agents deemed by the OAG to be discourteous, unprofessional, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

9.8. Non-Waiver of Rights

9.8.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.9. No Waiver of Sovereign Immunity

9.9.1. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

9.10. Severability

9.10.1. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.11. Applicable Law and Venue

9.11.1. Applicable Law and Venue: County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Hidalgo County. All payments under this Contract shall be due and payable in Travis County, Texas.

9.12. Entire Contract

9.12.1. This instrument constitutes the entire Contract between the parties hereto, and all oral or written contracts between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

9.13. Counterparts

9.13.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.14. Attachments

9.14.1. Attachment A: OAG Information Security Policy Manual

9.14.2. Attachment B: OAG Automated Computer System Access - Statement of Responsibility

9.14.3. Attachment C: Child Support Online Login Policy

9.14.4. Attachment D: Data Integrity Procedures Changes to Case Information

9.14.5. Attachment E: Certification Regarding Lobbying

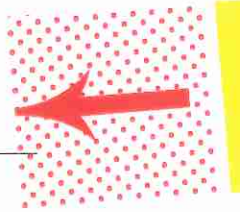
9.14.6. Attachment F: IRS Publication 1075 (Rev.8-2010)

9.14.7. Attachment G: Incident Response Plan

9.14.8. Attachment H: Certificate of Destruction for Contractors and Vendors

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY**
Alicia G. Key Deputy Attorney General for Child Support	The Honorable Ramon Garcia County Judge, Hidalgo County



ATTACHMENT A



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Office of the Attorney General
Information Technology Security Policy Manual

Version 4.3
April 5, 2011

Presented by:
Kathleen Donaho-Jaeger
CS Information Security Officer
Mike O'Connell
A&L Information Security Officer

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1. Information Security Policy

1.1. Attorney General Policy Statement

The Office of the Attorney General (OAG) is committed to protecting the information resources that are entrusted to this agency. An effective data security protocol, supported by an appropriately rigorous security structure, is critical to the success of an information security program. The OAG's Information Security Officers are responsible for managing and developing the information security program, which includes identifying and resolving all at-risk information system assets, as well as supporting the operational needs of the agency.

An effective information security program encompasses many activities requiring commitment and cooperation among both employees and management of the OAG. All information resources users must be involved in the success of this strategic effort.

1.2. Scope of Policy

This policy applies to all OAG "information assets" that are used by or for the OAG throughout its life cycle. "Information assets" are the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.[i]

This policy also applies to all users of OAG information assets, and electronic data regardless of location.

To the extent there is any conflict between this policy and the Sensitive Personal Information Privacy Policy (found at https://intranet.oag.state.tx.us/admin/hrd/policies/policy.php), the latter shall control.

1.3. OAG Information Security Policy Purpose & Intent

The purpose and intent of this policy document is to familiarize users of OAG information resources with the need to protect these resources in a prescribed manner and in accordance with appropriate standards.

1.4. Definitions

Access:
The physical or logical capability to interact with, or otherwise make use of information assets.

Business Continuity Planning:
The process of identifying mission critical data systems and business functions, analyzing the risks and probabilities of service disruptions and developing procedures to restore those systems and functions.

Control:
Any action, device, policy, procedure, technique, or other measure that improves security.

Encryption:
The conversion of plain text (human readable) information into a mathematical cipher or algorithm to create an electronic message that conceals the true meaning.

Information Asset:
The term information asset is defined in Section 1.2 of this policy.

Information Resource Data:
Any data electronically produced, modified, transmitted, or stored while in electronic form.

Information Technology Asset:
A subset of the term information asset that refers to computing hardware such as a laptop computer, desktop PC, network server, or computer software.

2. Management Security Controls

2.1. State Agency Head - Attorney General

The Attorney General, as the state agency head, is responsible for establishing and maintaining an information security and risk management program.[ii] It is the responsibility of the Attorney General to ensure that the agency's information assets are protected from the effects of damage, destruction, and unauthorized or accidental modification, access or disclosure.

2.2. Management Responsibility

The protection of information assets is a management responsibility. Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. All managers must be involved in the security and awareness program, and be familiar with and enforce OAG policies and procedures among their staff and employees.

2.3. Information Resources Manager (IRM)

The IRM is the agency executive who must approve the information technology assets and services necessary to conduct the information security program, as well as use executive authority where necessary to enable the success of the information security program.

2.4. Information Security Officers (ISO)

A full-time ISO will oversee the Administrative and Legal Divisions (A&L), while another full-time ISO will oversee the Child Support Division (CS). The A&L ISO and CS ISO will report

directly to their respective IT Directors and indirectly to the IRM. It is the ISO's duty and responsibility to:

- Manage, develop and coordinate the development of the OAG information security program and all other information security policies, standards and procedures.
- Collaborate with IT divisions, information asset owners and executive management in the development of procedures to ensure compliance with external information security requirements.
- Develop training materials on information security for employees and all other authorized users, and collaborate with agency training staff to establish a standardized agency-wide information security training program.
- Develop and implement incident reporting and incident response processes and procedures to address any security incident/breach, violation of policy or complaint.
- Serve as the official agency point of contact for all information security inquiries and audits.
- Develop and implement an ongoing risk assessment program, including recommending methods for, and overseeing of, vulnerability detection and testing.
- Monitor security legislation, regulations, advisories, alerts and vulnerabilities, and communicate accordingly with IT divisions, data owners and executive management.
- Review agency information systems and provide written reports that identify potential security risks and recommended solutions as appropriate.
- Provide annual report to executive management on security program and risk mitigation.
- Collaborate with IT personnel, the Records Management Officer, and legal counsel to preserve data in accordance with appropriate data preservation and litigation hold procedures.

2.5. Information Resource Owner

An information resource owner is defined as a person responsible for a business function and for determining controls and access to information resources supporting that business function.[iii] The state agency head or his or her designated representative(s) shall review and approve ownership of information resources and their associated responsibilities.[iv] For the OAG Information Resource Owners are typically Division Chiefs.

Where information resources are used by more than one division, the owners shall reach a consensus as to the designated owner with responsibility for the information resources and advise the A&L or CS ISO of their decision.[v]

The information owner or his or her designated representatives(s), with the CISO's concurrence, are responsible for and authorized to:

- Approve access to, and formally assign custody of, an information asset;
- Determine the asset's value;
- Specify data control requirements and convey them to users and custodians;
- Specify appropriate controls, based on risk assessment, to protect the agency's information resources from unauthorized modification, deletion or disclosure. Controls shall extend to information resources outsourced by the agency in accordance with the Department of Information Resources' (DIR) information security policy;
- Confirm that controls are in place to ensure the accuracy, authenticity and integrity of electronic data;
- Ensure compliance with applicable controls;
- Assign custody of information technology assets and provide appropriate authority to implement security controls and procedures; and
- Review access lists based on documented security risk management decisions.

2.6. Information Custodian

An information custodian is defined as any person or group who is charged with the physical possession of information technology assets.[vi] Custodians are the technical managers that provide the facilities, controls and support services to owners and users of information. Custodians of information technology assets, including entities providing outsourced information resources services to state agencies, must:

- Implement the controls specified by the owner(s);
- Provide physical and procedural safeguards for the information assets;
- Assist owners in understanding and evaluating the cost-effectiveness of controls and monitoring;
- Administer access to the information assets; and
- Implement appropriate monitoring techniques and procedures for detecting, reporting and investigating incidents.

2.7. Information Technology User

All authorized users of OAG information technology assets (including, but not limited to, OAG personnel, temporary employees, contractors, sub-contractors, auditors, consultants or agents), shall formally acknowledge that they will comply with the OAG's security policies and procedures or they shall not be granted access to the information technology assets. Each division's ISO will determine the method of acknowledgement and how often this acknowledgement must be re-executed by the user to maintain access to OAG information technology assets.[vii] Users also have the responsibility to report all suspected violations of OAG information security policies to their Division Chief and the ISO responsible for their division. The ISO will then report the suspected violation to the IRM and appropriate IT Director. (See section 3.4)

Users of OAG information technology assets shall have no expectation of privacy for information contained within or processed by an OAG information technology asset. Electronic files created, sent, received by, or stored on, OAG information technology assets that are owned, leased, administered, or otherwise under the custody and control of the OAG are not private and may be accessed by OAG IT employees at any time without knowledge of the information technology asset user or owner. Electronic file content may be accessed by appropriate personnel, including, but not limited to, information security personnel, records management personnel and legal counsel.[viii]

3. Operational Security Controls

3.1. Risk Management Framework

The OAG employs a risk-based information security strategy, which provides a method to eliminate or mitigate identified risk to an organization in order to maximize the positive effects of information security activities while minimizing costs to the organization.

3.2. Risk Assessment

It is the responsibility of the ISO's to regularly assess the risk to all OAG electronic data, systems, networks and information technology operations, and report the results of the assessment to OAG executive management and other appropriate personnel.

3.3. Asset Management

Management of OAG equipment including laptops, PDAs, and other IT equipment is an asset control and physical security issue and not within the scope of this Information Technology Security policy. For policy regarding those items, refer to the OAG's general Policies and Procedures, as well as the Special High-Risk Items Policy, which may be found at https://intranet.oag.state.tx.us/admin/hrd/policies/policy.php).

3.4. Disaster Recovery & Business Continuity

The OAG is charged with providing a comprehensive disaster recovery plan and business continuity procedure for all essential Data Center and field operations. This activity will be supported in part by the Information Security Division (ISD).

3.5. Outsourced Data Center Operations & Security Responsibility

As a requirement of House Bill 1516 by the 79th Legislature, OAG information technology systems will be consolidated at the DIR Consolidated Data Centers (CDC).

While DIR and their contractor will supply much of the required services and activities to protect OAG data, systems and networks, the OAG still has responsibility for ensuring the safety of OAG data.[ix]

4. Personnel Security Policy

4.1. Statement of Responsibility

OAG personnel are required to sign a Statement of Responsibility acknowledging that they agree to comply with all applicable information security policies, protocols and procedures as set forth in the OAG Information Security Policy Manual. This statement of responsibility will remain a part of the employee's file.

4.2. Reporting of Security Incidents

A security incident is defined as an event which results, or may result in unauthorized access, loss, disclosure, modification, disruption, or destruction of information resources whether accidental or deliberate.[x]

Employees and all other users shall immediately report all actual or suspected security incidents to their Division Chief and the appropriate ISO. The ISO will promptly notify the IRM and appropriate IT Director of the actual or suspected security incident. The ISO shall report any security incidents that affect critical systems and/or that could be propagated to other state systems outside the OAG to DIR within twenty-four hours.[xi]

4.3. Computer Security Incident Response Team (CSIRT)

The OAG Computer Security Incident Response Team (CSIRT) is responsible for the detection, triage, response, communication and management of all information security incidents. The CSIRT will:

- Provide a single point of contact at OAG for managing all reported OAG information resource electronic attacks, whether suspected or actual;
- Identify and analyze what has occurred, including impact and threat;
- Research and recommend solutions and mitigation strategies;

- Share response options, recommendations, incident information and lessons learned with appropriate entities; and

- Coordinate response efforts.

The CSIRT is comprised of three separate groups that include both permanent IT personnel certified in CSIRT operations, and ad hoc personnel based on the nature of the incident:

1. Management Group:
   - Membership includes: The affected division's ISO and IT Director.
   - May include: IRM.
   - Responsibilities: Manage CSIRT operations (ISO), manage overall incident response, document activities, and produce appropriate reports. Also responsible to communicate internally to executive management.

2. Technology Group:
   - Membership includes: Director of impacted network and Director of impacted infrastructure and/or application.
   - May include subject matter experts (SMEs) from specific disciplines.
   - Responsibilities: Analyze event, recommend possible courses of action, and coordinate selected response.

3. Legal Group:
   - Membership includes: Attorney(s) from, or assigned by, the General Counsel Division, and the Records Management Officer.
   - May include: Law enforcement investigators.
   - Responsibilities: Produce draft of external communications; function as team's legal representative for guidance regarding evidence gathering and other possible legal issues and activities.

4.4. Information Security Violations

Violations of information security policy could result in a security breach. For this reason, violations of information security policy will be investigated by the appropriate IT personnel. If the violation is found to be deliberate in nature, an official Information Security Violation Report (ISVR) will be issued by the appropriate ISO, with an informational copy provided to the Records Management Officer. Additionally, such violations will be reported to the employee's Division Chief and the Human Resources Director for corrective action. Any corrective action involving use of information technology resources must be documented and reviewed by the appropriate ISO prior to implementation.

4.5. Acceptable Use of OAG Information Technology Assets

State information technology assets will be used primarily for official State purposes. Software for browsing the Internet is provided to authorized users to conduct official State business. Compliance with this policy will be electronically monitored. Any personal use must be in accordance with the OAG's policy regarding the Unauthorized Use of Government Time,

Property, Services, and Facilities, found at https://intranet.oag.state.tx.us/admin/hrd/policies/policy.php.

Violations may result in disciplinary action, up to and including termination of employment. The unauthorized use of OAG information assets will be considered as a relevant factor in evaluating the performance of OAG employees.

4.6. Access to OAG Information Technology Assets

Access to OAG information technology assets must be strictly controlled and monitored to provide users with only the minimum level of system access necessary to allow them to perform assigned business tasks. When access by the user requires the use of a password, or other security measure, those security measures must be kept confidential by the intended user. Remote access to OAG information systems and assets must be accomplished only through the use of an OAG-approved remote access software application.

4.7. User Identification

Except for public users of systems where such access is authorized by the appropriate ISO or other appropriate IT personnel, each system user shall be assigned a unique personal identifier or user identification (User ID) to allow system access.

4.8. Personal Software, Hardware and Modems

Personal software may not be loaded onto any OAG computer, nor may personally-owned hardware, including modems and wireless routers, be connected to OAG information systems. Any hardware or software required for a business purpose of the agency must be approved for use by the appropriate ISO and must be obtained through the appropriate ITS Division.

4.9. Security Awareness Program

The OAG will provide an ongoing Information Security Awareness training program to educate employees and all other personnel with access to OAG data and information systems about data security and the protection of OAG information resources. This training will include the establishment of security awareness and familiarization with OAG security policies and procedures through both New Employee Orientation and ongoing refresher training.

4.10. Warning Statements

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- Unauthorized use is prohibited.
- Usage may be subject to security testing and monitoring.
- Misuse may be subject to disciplinary action.
- No expectation of privacy is to be anticipated by the user.

4.11. Termination of Employment

Computer user identifications (User IDs) for employees that have voluntarily terminated employment with the OAG must be removed from the computer system immediately following termination. For involuntary terminations, the ID should be removed prior to, or at the same time the employee is notified of the termination in order to protect OAG data and information assets.

4.12. Automatic Suspension / Deletion of User ID's

Mainframe, LAN and Remote Access User IDs will be monitored for usage to protect system security, and any unused user IDs will be subject to automatic suspension after 30 days, and deletion after 60 days without notice to the user, unless an exception has been approved in accordance with this policy.

4.13. Positions of Special Trust

The ISOs will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities. These include, but are not limited to:

- Network and system administrators;
- Users with access to information systems that process or contain federal tax information;
- Users with access to child support systems and data that may include federal tax information;
- Users with access to financial and accounting systems or networks;
- Any user with agency-wide access to data and information systems; and
- Any user required to undergo a background check as a prerequisite to employment or grant of system access.

5. Technical Security Controls

5.1. System Security Policy

The following policies cover specific issues as they relate to the security of information systems and data within the OAG, and are governed by the procedures outlined in the OAG Information Security Procedures Manual.

5.2. System Administrators

System administrators are responsible for adding, removing or modifying user accounts as employees change roles within the agency. This activity must be accomplished in a timely manner to ensure only authorized personnel have access to OAG systems and information. Changes to user accounts may be subject to independent audit review.

5.3. System Developers

All production software development and software maintenance activities performed by in-house staff must adhere to agency security policies, standards, procedures, and other systems development conventions including appropriate testing, training and documentation.

5.4. Information Technology Asset Protection

OAG data and information technology assets will be protected from unauthorized access, use, modification or destruction through the deployment of protective measures. The design, acquisition and use of all protective measures must be reviewed and approved by the appropriate ISO.

5.5. Vendor Access to OAG Systems

Access to OAG systems and data by vendors (including contractors, sub-contractors, auditors, consultants or agents) must be appropriately controlled depending on the work to be performed, sensitivity levels of the data involved, work location, and other relevant considerations. All requests for vendor access must be coordinated with and approved by the appropriate IT department and ISO prior to access being granted.

5.6. Classification of Electronic Data and Assets

OAG electronic data and the information technology assets used to process, transmit, and store it should be assigned an appropriate classification level to assist in the proper safeguarding of the data. As higher classification levels require the agency to incur greater costs in order to safeguard data, care should be taken to accurately classify assets. Assets of varying classifications that are co-mingled in a single database or file system shall be classified at the highest level of the information contained in the data.

For the limited purposes of this policy, the OAG has two classifications of electronic data:

- **CONFIDENTIAL AND SENSITIVE** - This classification includes data that may be deemed confidential or protected by Texas or federal laws and/or administrative rules, and sensitive information, which if subject to a security breach, could compromise the agency's business functions or the privacy or security of agency employees, clients, or partners. Information in this category may only be provided to external parties in accordance with OAG policies and procedures.

- **UNCLASSIFIED** - This refers to all data that does not meet the requirements for CONFIDENTIAL AND SENSITIVE as described herein, as designated by the originating source of the data and/or the originator of any derivative data with guidance from 1 TAC § 202.1(3); DIR Classification Guidance, and any other applicable regulation or law.

- The default classification for all electronic data is CONFIDENTIAL AND SENSITIVE.

5.7. Data Destruction

OAG data should only be destroyed in accordance with the applicable records retention schedule, or upon the receipt of proper authorization from the State Library and Archives Commission. OAG data contained on magnetic or optical media must be removed from the media prior to the media being transferred out of the control of the authorized user, or the media must be physically destroyed in accordance with the appropriate document destruction guidelines applicable to that information.

5.8. Configuration Management

Configuration management (CM) is the process of managing the effects of changes or differences in configurations of an information system or network through the implementation of strict protocols and testing in order to reduce the risk of changes resulting in a compromise to data security, confidentiality, integrity, or availability. All systems will be configured and maintained only in accordance with approved IT and Information Security configuration management (CM) guidelines.

5.9. Change Management

Change management refers to the safeguards and procedures established for making modifications to OAG systems and networks. All such modifications must be processed through the appropriate change control procedure, with any OAG systems residing at a Consolidated Data Center (CDC) additionally being subject to the DIR and its contractor change management process.

5.10. Data Integrity

Data integrity refers to ensuring that data remains complete and unchanged during the course of any electronic processing, transfer, storage, or retrieval. To promote data integrity, individual users of OAG information assets must follow data integrity procedures applicable to their level of user access to OAG data, and take adequate precautions to safeguard against the loss of OAG data, including but not limited to:

- Performing regular backups of OAG data as may be appropriate;
- Taking physical and procedural safeguards to avoid the accidental loss, destruction or unauthorized modification of OAG data;
- Ensuring proper and routine use of virus protection software/anti-malware; and
- Coordinating with and seeking assistance from IT personnel as may be appropriate to safeguard OAG data.

5.11. Voice/Phone Mail

The OAG's voice or phone mail systems use agency information assets. Accordingly, each user is responsible for ensuring that use of these services is in compliance with applicable law, policy and procedures. All requests for changes, modifications, or termination of voicemail services must be initiated through the ITS Division.

5.12. E-mail

Electronic mail (e-mail) is a form of communication that uses agency information assets. All use of e-mail must be in accordance with OAG policies and procedures regarding the use of information assets.

Upon the OAG's implementation of an agency-approved email encryption process, employees may not send CONFIDENTIAL AND SENSITIVE OAG data in the body of an email or as an email attachment across unsecured connections such as the Internet, unless it is encrypted using a process approved by both the appropriate IT Director and ISO.

5.13. Wireless Systems

Wireless networks or routers may not be used without the prior authorization of both the appropriate IT Director and ISO. All wireless connectivity (Wi-Fi) to OAG networks must be in accordance with current IT architectural direction, Information Technology Security Policy, and OAG policies and procedures relating to the use of mobile telecommunications devices.

5.14. Copyright

Generally, the reproduction of copyrighted information is a violation of federal law. Therefore, OAG information assets should not be used to reproduce copyrighted information. Unauthorized copies of software shall not be loaded or executed on OAG information technology assets. Regular audits will be conducted to search for unauthorized software installed on machines.

5.15. Personal Software, Shareware and Freeware

Personal software, shareware and freeware may not be loaded or otherwise used on OAG systems unless there is a business necessity for the use of such programs, and their installation and use is specifically approved by both the appropriate IT Director and ISO.

5.16. Data Encryption

All OAG laptops must have encrypted hard drives to safeguard data in the event the device is lost or stolen. Those divisions who choose to employ data encryption for transmission or storage of CONFIDENTIAL AND SENSITIVE data shall adopt the 256 bit Advanced Encryption Standard (AES), or 128 bit Single Sockets Layer (SSL/TLS) as a minimum. No encryption will be used without the prior approval of both the appropriate IT Director and ISO.

5.17. Portable and Mobile Devices

All laptops and other mobile telecommunications devices (PDAs, network capable cell phones, BlackBerry's, etc.) must be approved for use and supplied by the appropriate ITS Division. Only OAG laptops installed with full-disk encryption, anti-malware safeguards, and secure connectivity are authorized for use with OAG data and networks.

5.18. Malware Protection Software

All workstations and laptops must use approved malware protection software and configurations, regardless of whether they are connected to OAG networks or are used as a standalone device. Additionally, each file server attached to the OAG network and each e-mail gateway must utilize OAG IT-approved e-mail malware protection software and/or hardware. Users shall not alter, disable, bypass, or adjust any settings or configurations for OAG malware protection software in any manner.

5.19. Intrusion Detection

Intrusion detection techniques will be deployed wherever possible in order to safeguard against unauthorized attempts to access, manipulate, or disable OAG networks. Intrusion detection activities may be conducted only by specially-trained personnel within the OAG using techniques approved by the appropriate ISO.

5.20. Internal Electronic Investigations

All internal electronic investigations must be authorized by, and conducted under the supervision of, the appropriate ISO unless otherwise approved by the First Assistant Attorney General. No other investigation is authorized on OAG systems or networks. Any unauthorized electronic investigation or monitoring discovered on OAG systems or networks will be reviewed by the Information Security Division and may result in disciplinary action up to and including termination of employment.

5.21. Screen Savers

To reduce the likelihood of unauthorized access to OAG data, systems and networks, all OAG workstations, including laptop computers, must be configured to activate password-protected screensavers after no more than fifteen minutes of user inactivity. An employee should not leave his or her workstation unless the password-protected screensaver has been activated or, if possible, the workstation has been secured by a locked door.

5.22. User Passwords

Systems that use passwords shall follow the standards on password usage prescribed by DIR found at http://www2.dir.state.tx.us/security/policy/Pages/policy.aspx. This document specifies minimum criteria and provides guidance for selecting additional password security criteria. Disclosure of an individual's password or use of an unauthorized password or access device may result in disciplinary action up to and including termination of employment.

5.23. Administrator Passwords

All system administrators will maintain and use both a standard user password and a system administrator password ("super user" password). The system administrator password will be used only for system administrator activities. All common applications and system activities (email, calendar, etc.) must be accessed by the system administrator only with their standard user password.

5.24. System Log On & Re-Boot

All OAG workstations, including laptop computers, must be connected to the OAG network at least once weekly in order to receive appropriate application updates and security patches. Additionally, all systems must be re-booted (shut down and restarted) at least once a week to ensure these updates and patches are installed appropriately.

5.25. System Settings

All OAG systems are specifically configured to ensure that users have the appropriate ability to perform assigned tasks. Users shall not modify, change or attempt to change any system settings. If additional user access, permissions or system setting changes are required, then a request for the modification must be approved by the user's manager and submitted to the appropriate IT Division for handling.

5.26. Control of Peripherals

A peripheral device is any device attached to a computer in order to expand its functionality, such as USB flash drives, CD burners, or PCMCIA card slots. The ability to use peripheral

devices may be controlled on some OAG systems; users are not authorized and should not attempt to change control settings in order to use peripheral devices on these systems. Adding or deleting peripherals on these systems may only be accomplished by IT personnel.

5.27. Security Breaches

A security breach is defined as any event which results in loss, disclosure, unauthorized modification, or destruction of information resources. Users shall immediately report all actual or suspected security breaches to their Division Chief and the ISO responsible for their division. The responsible ISO will promptly report the suspected or actual security breach to the appropriate IT Director and IRM. Depending on the nature of the information involved, additional procedures may be required in accordance with the Sensitive Personal Information Privacy Policy.

5.28. Dial-up Access

For dial-up access to OAG systems other than access authorized for the public, information security protocols shall be employed to positively and uniquely identify authorized users and authenticate user access to the requested system. All modems used for dial-up access to OAG systems must be authorized by the appropriate IT Director and ISO.

5.29. Purchasing/Development Pre-Approval

All OAG purchases, acquisitions, or developments of information technology services, equipment or software must be reviewed and pre-approved by the appropriate ISO to determine whether the purchase may negatively impact OAG information technology security. All purchases of information technology security products, or products with information technology security functionality or impact, must be approved by the IRM and appropriate ISO prior to the issuance of a purchase order.

5.30. Contract Security Provisions

All third-party contracts must contain appropriate language to ensure the security of OAG information to which the third-party may have access, even if such access is limited to encrypted data. This language must state in clear and unambiguous terms the security requirements placed on the third-party involved, and their responsibilities for security under the contract. It must also clearly state OAG's authority to audit their security procedures for appropriateness during the length of the contract.[xii]

All contracts to which the OAG is a party and that affect OAG information technology security must be reviewed and approved by the appropriate ISO prior to execution in order to ensure that appropriate security controls are included.

5.31. System Development, Acquisition and Testing

Data and network security requirements must be considered and addressed in all phases of the development or acquisition of new information processing systems. Before being placed into use, all new systems must be properly tested in order to ensure compatibility with OAG information systems and the OAG computing environment. During system testing, test functions shall be

kept either physically or logically separate from production functions in order to safeguard OAG data and information technology systems.

6. Exception, Waiver and Modification

6.1. Waivers and Exceptions

Waivers and exceptions to the existing information security policies and procedures are strongly discouraged because they may pose an unacceptable risk to protected OAG data and systems. Prior to implementation, all exceptions or waivers of existing security policies or procedures must be reviewed and approved by the IRM, appropriate IT Director, appropriate ISO, and reported to the Records Management Officer.

- A waiver is a variance of a control standard that is limited to a specific period of time and to a specific system in order to allow IT personnel to perform an approved change or modification to OAG systems.

- An exception is an indefinite variance from a control standard supported by a valid and ongoing business justification.

6.2. Modification or Significant Changes to Procedures

All changes in the procedures to protect OAG IT systems and data must be reviewed by the appropriate IT Director and approved by the appropriate ISO prior to implementation. If immediate changes to procedures are required to meet an emergency situation, A&L and/or CS ISO, and the Records Management Officer must be informed as soon as possible thereafter.

6.3. Executive Management Waiver

Not withstanding any provisions to the contrary contained herein, waivers, exceptions and modifications to the information security policies and procedures may be authorized in writing at the discretion of the First Assistant Attorney General.

7. Document Acceptance and Release Notice

This is Version **4.2** of the **OAG Information Security Division Security Policy Manual.**

The OAG Information Security Division Security Policy Manual is a managed document. Changes will be issued only as a complete replacement document. Recipients should remove superseded versions from circulation. This document is authorized for release after all signatures have been obtained.

Please submit all requests for changes to the owner/author of this document.

OWNER: _____ DATE: April 5, 2011
Mike O'Connell, A&L Information Security Officer

OWNER: _____ DATE: April 5, 2011
Kathleen Donaho-Jaeger, CSD Information Security Officer

EXECUTIVE SPONSOR: _____ DATE: April 5, 2011
Diane B. Smith, Deputy for Administration and Information Resources Manager

8. References

[i] Tex. Gov't Code § 2054.003(7).

[ii] 1 TAC § 202.20.

[iii] 1 TAC § 202.1

[iv] 1 TAC § 202.21.

[v] 1 TAC § 202.21.

[vi] 1 TAC § 202.21.

[vii] 1 TAC § 202.27.

[viii] *See generally*, 1 TAC Chapter 202.

[ix] 1 TAC § 202.21.

[x] 1 TAC § 202.1.

[xi] 1 TAC § 202.26.

[xii] 1 TAC § 202.25(6)(B).

Statement

OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY

General Information:

All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCSDU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to $5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a $1000 fine or both, plus costs of prosecution. under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than $1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

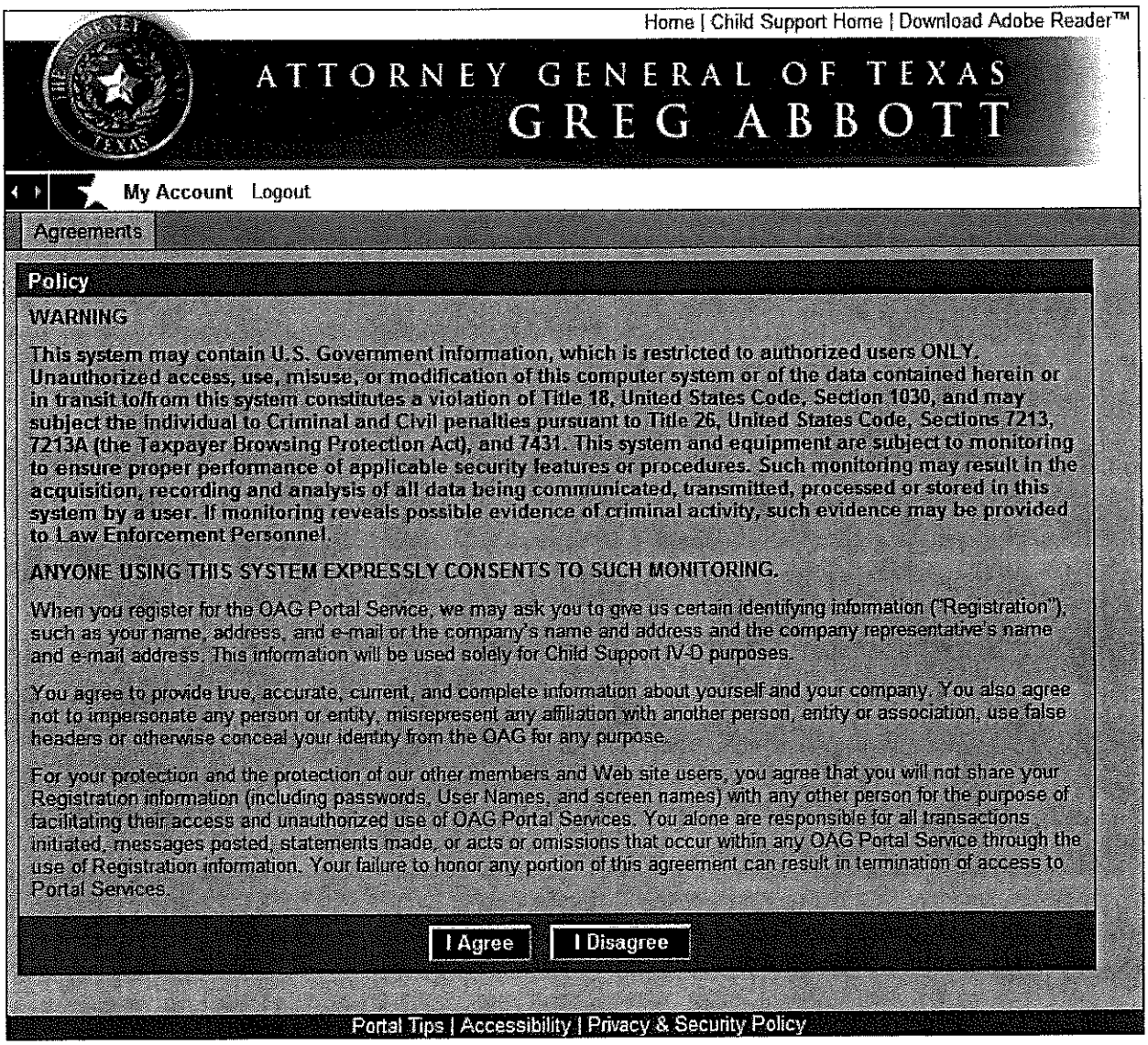
I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.

I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.

By agreeing to this statement I certify that I:

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

I Agree | I Disagree


Home | Child Support Home | Download Adobe Reader™
ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
My Account Logout
Agreements
Policy
WARNING
This system may contain U.S. Government information, which is restricted to authorized users ONLY. Unauthorized access, use, misuse, or modification of this computer system or of the data contained herein or in transit to/from this system constitutes a violation of Title 18, United States Code, Section 1030, and may subject the individual to Criminal and Civil penalties pursuant to Title 26, United States Code, Sections 7213, 7213A (the Taxpayer Browsing Protection Act), and 7431. This system and equipment are subject to monitoring to ensure proper performance of applicable security features or procedures. Such monitoring may result in the acquisition, recording and analysis of all data being communicated, transmitted, processed or stored in this system by a user. If monitoring reveals possible evidence of criminal activity, such evidence may be provided to Law Enforcement Personnel.
ANYONE USING THIS SYSTEM EXPRESSLY CONSENTS TO SUCH MONITORING.
When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration"), such as your name, address, and e-mail or the company's name and address and the company representative's name and e-mail address. This information will be used solely for Child Support IV-D purposes.
You agree to provide true, accurate, current, and complete information about yourself and your company. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the OAG for any purpose.
For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.
I Agree
I Disagree
Portal Tips | Accessibility | Privacy & Security Policy

Data Integrity Procedures Changes to Case Information

Before updating member/ case information, such as home address, phone number, etc., verify the caller's identity. Ask the caller for the following identifiers:

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb:

- **Mail:**
- a copy of a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county address

- **FAX:**
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county FAX number

- **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie., home address, SSN card, drivers license, etc.) to the county email address

- **In Person (District Clerk Office or Domestic Relations Office):**
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

- **Visit the local child support office** that is assigned to work the RO case and provide:
- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

CERTIFICATION REGARDING LOBBYING
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
FORM F

PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

PERIOD: September 1, 2012 to August 31, 2014

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

_____

Title

_____

Organization

The agency should include the Exhibit 7 language for either General Services or Technology Services, as appropriate and include the language below to the greatest extent possible, applicable to the specific situation.

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(7) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penaltiesare prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and* Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and* Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting

unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases

County of Hidalgo, Texas

DRP

Disaster Recovery Plan

Assigned to the following Organizational Units:
Information Technology Department

Assigned to the following Geographic Locations:
The County of Hidalgo, Texas

STROHL SYSTEMS

Printed on: 6/5/2007

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Plan Overview
Disaster Recovery Plan

6/5/2007

Report Description:
This report describes the plan's purpose, objectives, assumptions and strategies on which the plan is based.

Scope

In Hidalgo County, Texas the Chief Information Officer's role is to provide a centralized point of contact for all countywide information systems, infrastructure and application resources. The IT Department provides some level of support to all county departments and because all these resources are interconnected and interdependent, it is the IT Department's role to take the lead on any issue relating to technology and to facilitate any and all resources.

This is the Disaster Recovery Plan for applications, systems and appliances that are critical to the operation of the information technology resources on a county wide level. This plan also identifies departments that run separate yet critical applications and systems.

The County has IT policies in place, which mandate that any department that runs data servers or critical applications keep the application properly backed up and also develop a disaster recovery plan for these applications. Besides the countywide systems maintained by the IT Department and covered in this plan, the following departments maintain data systems:

County Auditor's Office (Appendix A)
SAGE Financial
Miscellaneous department specific applications

Head Start Agency (Appendix B)
Head Start MIS
Miscellaneous department specific applications

Urban County (Appendix C)
Urban County Finance Program
Miscellaneous department specific applications

Tax Assessor Collector (Appendix D)
Automated Tax Collection System
Miscellaneous department specific applications

Health and Human Services Department (Appendix E)
Client/Medical Records System
Miscellaneous department specific applications

Assumption

The Disaster Recovery Plan is built around a "Worst Case" scenario. The "Worst Case" scenario assumes an impact has occurred and access to primary operational facilities is not possible.

Purpose

The plan lists the critical applications, equipment and devices that are critical. It lists response teams, roles and responsibilities, key personnel contact information, task lists, equipment lists , dependencies and recovery time objectives (RTOs)

Plan Overview
Disaster Recovery Plan
6/5/2007

Objective

The primary objectives of the Recovery Plan are to provide a plan of action for Hidalgo County to:
- Identify and respond to the potential disaster through the appropriate contacts.
- Make a management decision whether the situation warrants a disaster declaration.
- Establish recovery procedures and operations of IT at a pre-determined Alternate Facility.
- Restore critical applications and data at a pre-determined Alternate Facility within 72 hours after the declaration of a disaster.

This Plan seeks to minimize:
- The number of decisions that must be made following an outage.
- The dependence on the participation of any specific person or group of people in the recovery process.
- The need to develop, test and debug new procedures, programs or systems during recovery.
- The exposure to Hidalgo County resulting from a disaster impacting their ability to perform their critical business functions.

Strategies Used

The primary and secondary strategies to be applied in the Application Recovery Plan are as follows:

Strategy One - Worst Case:

1. Upon "Disaster Declaration" notification, all Application Recovery Team members will be notified and assembled at a prespecified "Recovery Team" assembly location.
2. Review of critical application RTO and RPO requirements
3. Delegation to Application Recovery Team those task items to be completed based upon extent of impact and variables of situation.
4. Communication with all affected departmental business units, vendors, Command Center, etc.
5. On-going support to all affected departmental areas as long as required until full restoration back to normal operations.

Strategy Two - Application Failure:

1. Upon "Application Failure", work in conjunction with the IT Department to bring back on-line the "most critical" application first.
2. Assist departmental business functions affected by outage with review of data restores, record balancing, record reconciliation, etc

Report Description:

This report lists each task alphabetically with its subtasks. The task will still be listed even if it has no subtasks assigned.

Task ID	TSK01
Description	Electrical Grid
Task Name	Power grid that supplies electricity for county IT distribution facilities.

Subtasks:

Seq #		
1	Electric Grid - Response	Response
2	Electric Grid - Response	Notify response team
3	Electric Grid - Response	Report to site
4	Electric Grid - Response	Contact facilities manager of issue (Buildings and Grounds Department/Daniel Flores 956-318-2646)
5	Electric Grid - Response	Assess damage and possiblity of recovery
6	Electric Grid - Response	Verify that alternate power is on
7	Electric Grid - Response	If alternate power is unavailable begin DRP procedures for affected applications
8	Electric Grid - Response	Begin recovery process
9	Electric Grid - Response	Obtain alternate hardware if necessary
10	Electric Grid - Response	Test application

Task ID	TSK02
Description	Internet, PRIs and Special Circuits
Task Name	Communication lines for Network LAN/WAN

Subtasks:

Seq #		
1	Communicaton - Response	Response
2	Communicaton - Response	Notify response team
3	Communicaton - Response	Report to site
4	Communicaton - Response	Contact vendor of issue
5	Communicaton - Response	Assess damage and possibility of recovery
6	Communicaton - Response	Verify that alternate site is ready
7	Communicaton - Response	Route data to alternate site
8	Communicaton - Response	Begin recovery process
9	Communicaton - Response	Test equipment access to circuit
10	Communicaton - Response	Obtain alternate hardware if necessary
11	Communicaton - Response	Test equipment
12	Communicaton - Response	Bring equipment online

Task ID	TSK03
Description	Network LAN/WAN
Task Name	This encompasses all countywide network and telecommunciation equipment, including routers, switches, firewalls, data circuits, servers and related applications. The network is designed to be modular and a specific site crash will not mean an entire system failure.

Subtasks:

Seq #		
1	Network - Response	Response
2	Network - Response	Notify response team
3	Network - Response	Report to site
4	Network - Response	Contact application vendor of issue
5	Network - Response	Participate in damage assessment
6	Network - Response	If at alternate site, route all data through working infrastructure
7	Network - Response	Verify/Test access to equipment and application
8	Network - Response	Assess damage and possibility of recovery
9	Network - Response	Begin recovery process
10	Network - Response	Obtain alternate hardware if necessary
11	Network - Response	Test equipment for readiness and accuracy
12	Network - Response	Test equipment access to network infrastructure
13	Network - Response	Bring equipment online

Task ID TSK04
Description Tyler Technologies Criminal Justice System (AbleTerm)
Task Name Countywide application, all main infrastructure and equipment hosted at a central site.

Subtasks:

Seq #		
1	Criminal Justice - Response	Response
2	Criminal Justice - Response	Notify response team
3	Criminal Justice - Response	Report to site for instructions
4	Criminal Justice - Response	Contact application vendor of issue.
5	Criminal Justice - Response	Participate in damage assessment
6	Criminal Justice - Response	Verify/Test access to equipment and application
7	Criminal Justice - Response	Assess damage and possibility of recovery
8	Criminal Justice - Response	Begin recovery process
9	Criminal Justice - Response	Obtain backup media from remote site
10	Criminal Justice - Response	Reload data to main or redundant server.
11	Criminal Justice - Response	Obtain alternate hardware if necessary
12	Criminal Justice - Response	Test data for readiness and accuracy
13	Criminal Justice - Response	Test Server access to network infrastrusture
14	Criminal Justice - Response	Bring application server online

Task ID TSK05
Description VOIP County Telephone System (ShoreTel)
Task Name Countywide telephone system, this system is designed in a modular architecture. All geographic sites are independent of each other, yet the system will pool all resources for countywide use. A failure at a site will not constitute a system wide collapse.

Subtasks:

Seq #		
1	Shoretel - Response	Response
2	Shoretel - Response	Notify response team
3	Shoretel - Response	Report to site
4	Shoretel - Response	Contact application vendor of issue
5	Shoretel - Response	Participate in damage assessment
6	Shoretel - Response	If at alternate site, route all telephone traffic thru working infrastructure
7	Shoretel - Response	Verify/Test access to equipment and application
8	Shoretel - Response	Assess damage and possiblity of recovery
9	Shoretel - Response	Begin recovery process
10	Shoretel - Response	Obtain backup media from remote site
11	Shoretel - Response	Obtain alternate hardware if necessary
12	Shoretel - Response	Test equipment for readiness and accuracy
13	Shoretel - Response	Test equipment access to network infrastructure
14	Shoretel - Response	Bring application server online

Task ID TSK06
Description SAGE Financial
Task Name This is the countywide financial system application. It hosts the Financial Administration, Human Resources/Payroll and Purchasing modules.

Subtasks:

Seq #		
1	Sage - Response	Response
2	Sage - Response	Notify response team
3	Refer to Auditor's Office Disaster Recovery Plan (Appendix A)	(Appendix A)

Task ID TSK07
Description DataNAS
Task Name Central data file server for the users of the county. All user work documents and application backup data is stored on these servers. Currently there are two of these servers.

Subtasks:

Seq #		
1	DataNAS - Response	Response
2	DataNAS - Response	Notify response team
3	DataNAS - Response	Report to site
4	DataNAS - Response	Contact application vendor of issue
5	DataNAS - Response	Participate in damage assessment
6	DataNAS - Response	Verify/Test access to equipment and application
7	DataNAS - Response	Assess damage and possiblity of recovery
8	DataNAS - Response	Begin recovery process
9	DataNAS - Response	Obtain backup media from remote site
10	DataNAS - Response	Obtain alternate hardware if necessary
11	DataNAS - Response	Test equipment for readiness and accuracy
12	DataNAS - Response	Test equipment access to network infrastructure
13	DataNAS - Response	Bring application server online

Task ID TSK08
Description Web Services
Task Name Countywide web servers and applications.

Subtasks:

Seq #		
1	Web - Response	Response
2	Web - Response	Notify response team
3	Web - Response	Contact application vendor of issue
4	Web - Response	Participate in damage assessment
5	Web - Response	Verify/Test access to equipment and application
6	Web - Response	Assess damage possibility and recovery
7	Web - Response	Begin recovery process
8	Web - Response	Obtain backup media from remote site
9	Web - Response	Obtain alternate hardware if necessary
10	Web - Response	Test equipment for readiness and accuracy
11	Web - Response	Test equipment access to network infrastructure
12	Web - Response	Bring application server online

Task ID TSK09
Description Email Services
Task Name Countywide email services

Subtasks:

Seq #		
1	Email - Response	Response
2	Email - Response	Notify response team
3	Email - Response	Contact application vendor of issue
4	Email - Response	Participate in damage assessment
5	Email - Response	Verify/Test access to equipment and application
6	Email - Response	Assess damage possibility and recovery
7	Email - Response	Begin recovery process
8	EMail - Response	Obtain backup media from remote site
9	Email - Response	Obtain alternate hardware if necessary
10	Email - Response	Test equipment for readiness and accuracy
11	Email - Response	Test equipment access to network infrastructure
12	Email - Response	Bring application server online

Task ID TSK10
Description BAAP
Task Name Budget Request Application is a stand alone client based application.

Subtasks:

Seq #		
1	BAAP - Response	Notify response team
2	BAAP - Response	Begin recovery process
3	BAAP - Response	Obtain backup media from remote site
4	BAAP - Response	Reload data on client
5	BAAP - Response	Test data for accuracy
6	BAAP - Response	Bring application online

Task ID TSK11
Description TAAP
Task Name Time and Attendance Application: Is a countywide application hosted off a central server. This application works in conjunction with the SAGE Financial application. A disruption in the SAGE application will directly affect TAAP.

Subtasks:

Seq #		
1	TAAP - Response	Response
2	TAAP - Response	Notify response team
3	TAAP - Response	Report to site
4	TAAP - Response	Contact application vendor of issue
5	TAAP - Response	Participate in damage assessment
6	TAAP - Response	Verify/Test access to equipment and application
7	TAAP - Response	Assess damage and possibility of recovery
8	TAAP - Response	Begin recovery process
9	TAAP - Response	Obtain backup media from remote site
10	TAAP - Response	Obtain alternate hardware if necessary
11	TAAP - Response	Test equipment for readiness and accuracy
12	TAAP - Response	Test peripheral equipment communication
13	TAAP - Response	Test equipment access to network infrastructure
14	TAAP - Response	Bring application server online

Task ID TSK12
Description Head Start Family Information System (HSFIS)
Task Name is a data collection system used to track all family and child information.

Subtasks:

Seq #		
1	HSFIS - Restoration	Response
2	HSFIS - Response	Notify response team
3	Refer to Head Start Program Disaster Recovery Plan (Appendix B)	(Appendix B)

Task ID TSK13
Description Urban County Finance Program
Task Name Urban County financial system application.

Subtasks:

Seq #		
1	Urban County - Response	Response
2	Urban County - Response	Notify response team
3	Refer to Urban County Disaster Recovery Plan (Appendix C)	(Appendix C)

Task ID TSK14
Description Automated Tax Collection System
Task Name Tax Collection System

Subtasks:

Seq #		
1	Tax - Response	Response
2	Tax - Response	Notify response team
3	Refer to Tax Office Standard Operation Procedure (Appendix D)	(Appendix D)

Task ID	TSK15
Description	Health Dept. Systems
Task Name	Health Department Medical/Client Record System - TWICES System (Client record system) - SDI System (Medical Billing System)

Subtasks:

Seq #		
1	Health - Response	Response
2	Health - Response	Notify response team
3	Refer to Health Department Disaster Recovery Plan (Appendix E)	(Appendix E)

Plan Personnel Contact Directory

Disaster Recovery Plan

6/5/2007

Report Description:
This report lists the numbers and email addresses for each person assigned to this plan organized by person name.

Employees:

Vivian Barrera	*Title*	Technician II
	Work Phone	956-292-7010
	Work Phone Extension	6002
	Work Email	vivian@co.hidalgo.tx.us
	Cell Phone	956-566-9891
	Home Email	viv1372@yahoo.com
Juan Deleon	*Title*	Technician IV
	Work Phone	956-292-7010
	Work Phone Extension	6004
	Work Email	juan@co.hidalgo.tx.us
	Home Phone	956-207-9204
	Pager	956-268-0139
Ruben Flores	*Title*	Admin Asst I
	Work Phone	956-292-7010
	Work Phone Extension	6018
	Work Email	ruben.flores@co.hidalgo.tx.us
	Home Phone	956-605-8175
Carlos Garcia	*Title*	Technician V
	Work Phone	956-292-7010
	Work Phone Extension	6008
	Work Email	charlie@co.hidalgo.tx.us
	Home Phone	956-207-9397
	Pager	956-268-0149
Maria Gonzalez	*Title*	Technician III
	Work Phone	956-292-7010
	Work Phone Extension	6013
	Work Email	maria.gonzalez@co.hidalgo.tx.us
	Cell Phone	956-650-9014
	Home Phone	956-650-9641
	Home Email	mgonz_7@yahoo.com
	Pager	956-286-0160
Charles Graham	*Title*	Application Developer II
	Work Phone	956-292-7010
	Work Phone Extension	6010
	Work Email	charles.graham@co.hidalgo.tx.us
	Cell Phone	956-884-1138
	Pager	956-268-0236
Luis Izaguirre	*Title*	Technician I
	Work Phone	956-292-7010
	Work Phone Extension	6015
	Work Email	luis.izaguirre@co.hidalgo.tx.us
	Cell Phone	956-522-7112
	Home Phone	956-581-1216
	Home Email	lisag_79@hotmail.com
	Pager	956-268-0139

Employees:

Edna Kirby	*Title*	Technical Assistant
	Work Phone	956-292-7010
	Work Phone Extension	6017
	Work Email	edna.kirby@co.hidalgo.tx.us
Lisette Parker	*Title*	Technical Assistant
	Work Phone	956-292-7010
	Work Phone Extension	6014
	Work Email	lisette.parker@co.hidalgo.tx.us
	Cell Phone	956-222-4988
	Home Email	lisette.parker@msn.com
	Pager	956-268-0144
Cruz Quintana	*Title*	Telecomm Manager
	Work Phone	956-292-7000
	Work Phone Extension	6006
	Work Email	cruz.quintana@co.hidalgo.tx.us
	Cell Phone	956-784-2062
	Home Phone	956-207-9941
	Pager	956-268-0151
Renan Ramirez	*Title*	Chief Information Officer
	Work Phone	956-292-7010
	Work Phone Extension	6011
	Work Email	renan@co.hidalgo.tx.us
	Cell Phone	956-457-0792
	Home Phone	956-289-7444
	Home Email	renanville@yahoo.com
	Pager	956-268-0111
Stan Ramos	*Title*	Technician III
	Work Phone	956-292-7010
	Work Phone Extension	6005
	Work Email	stan.ramos@co.hidalgo.tx.us
	Cell Phone	956-454-5724
	Home Phone	956-383-0577
	Pager	956-268-0038
Oralia Regino	*Title*	Application Developer II
	Work Phone	956-292-7010
	Work Phone Extension	6009
	Work Email	oralia.regino@co.hidalgo.tx.us
	Home Phone	956-618-3909
	Home Email	o_bermudez@yahoo.com
	Pager	956-268-0104
Mike Robledo	*Title*	Info System Admin
	Work Phone	956-292-7010
	Work Phone Extension	6012
	Work Email	mike@co.hidalgo.tx.us
	Pager	956-268-0067

Employees:

Griselda Salazar	*Title*	Admin Asst II
	Work Phone	956-292-7010
	Work Phone Extension	6001
	Work Email	gris.salazar@co.hidalgo.tx.us
	Cell Phone	956-457-2356
	Home Phone	956-624-5126
	Home Email	grisslzr@yahoo.com
Carlos Trevino	*Title*	Multimedia Coordinator
	Work Phone	956-292-7010
	Work Phone Extension	6019
	Work Email	carlos.trevino@co.hidalgo.tx.us
	Cell Phone	714-809-4800
	Home Email	jcarlost@aol.com
	Pager	956-268-0014
Nazleth Vela	*Title*	Technician II
	Work Phone	956-292-7010
	Work Phone Extension	6007
	Work Email	nazleth.vela@co.hidalgo.tx.us
	Pager	956-268-5591

Customer Reps:

Hidalgo County Judge		
Juan D. Salinas	*Title*	Hidalgo County Judge
	Work Phone	956-318-2600
	Work Fax	956-318-2699
Commissioner Precinct 1		
Sylvia Handy	*Title*	Commissioner
	Work Phone	956-968-8733
	Work Fax	956-968-1417
Commissioner Precinct 2		
Hector 'Tito' Palacios	*Title*	Commissioner
	Work Phone	956-787-1891
	Work Fax	956-787-4683
Commissioner Precinct 3		
Joe M. Flores	*Title*	Commissioner
	Work Phone	956-585-2375
	Work Fax	956-585-2375
Commissioner Precinct 4		
Oscar Garza Jr.	*Title*	Commissioner
	Work Phone	956-383-3112
	Work Fax	956-381-5905

Customer Reps:

Justice of the Peace - Pct.1		
Gilbert Saenz	*Title*	Judge
	Work Phone	956-447-3995
	Work Fax	956-447-9522
Jesus Morales	*Title*	Judge
	Work Phone	956-447-3995
	Work Fax	956-447-9522
Justice of the Peace - Pct.2		
Bobby Contreras	*Title*	Judge
	Work Phone	956-687-5088
	Work Fax	956-687-4990
Rosa Trevino	*Title*	Judge
	Work Phone	956-687-5088
	Work Fax	956-687-4990
Justice of the Peace - Pct. 3		
Luis Garza	*Title*	Judge
	Work Phone	956-519-8422
	Work Fax	956-519-1796
Ismael Ochoa	*Title*	Judge
	Work Phone	956-519-8422
	Work Fax	956-519-1796
Justice of the Peace - Pct. 4		
Charlie Espinoza	*Title*	Judge
	Work Phone	956-380-4473
	Work Fax	956-380-4029
Mary Alice Palacios	*Title*	Judge
	Work Phone	956-380-4473
	Work Fax	956-380-4029
Justice of the Peace - Pct. 5		
E. Speedy Jackson	*Title*	Judge
	Work Phone	956-262-3300
	Work Fax	956-262-4413
Constable - Pct. 1		
Celestino Avila Jr.	*Title*	Constable
	Work Phone	956-447-3775
	Work Fax	956-447-8614
Constable - Pct. 2		
Gilbert Alaniz	*Title*	Constable
	Work Phone	956-783-4664
	Work Fax	956-783-4664

Customer Reps:

Constable - Pct. 3		
Lazaro Gallardo Jr.	*Title*	Constable
	Work Phone	956-581-6800
	Work Fax	956-519-4245
Constable - Pct. 4		
Andres 'Andy' Rios	*Title*	Constable
	Work Phone	956-383-8560
	Work Fax	956-383-8565
Constable - Pct. 5		
Eduardo 'Walo' Bazan	*Title*	Constable
	Work Phone	956-262-4200
	Work Fax	956-262-2919
County Court Law 1		
Rodolfo Gonzalez	*Title*	Judge
	Work Phone	956-318-2375
	Work Fax	956-318-2373
County Court Law 2		
Jaime Palacios	*Title*	Judge
	Work Phone	956-318-2380
	Work Fax	956-318-2384
County Court Law 4		
Fred Garza, Jr.	*Title*	Judge
	Work Phone	956-318-2390
	Work Fax	956-318-2396
County Court Law 5		
Arnaldo Cantu	*Title*	Judge
	Work Phone	956-318-2460
	Work Fax	956-318-2463
County Court Law 6		
Albert Garcia	*Title*	Judge
	Work Phone	956-289-7400
Criminal Auxiliary Court A		
Homer Salinas	*Title*	Judge
	Work Phone	956-289-7420
	Work Fax	956-289-7429
Criminal Auxiliary Court B		
Fidencio Guerra	*Title*	Judge
	Work Phone	956-318-2362

Customer Reps:

Master Court 1		
J.M Ramirez	*Title*	Judge
	Work Phone	956-318-2398
	Work Fax	956-318-2455
Master Court 2		
Maria Socorro Leos	*Title*	Judge
	Work Phone	956-318-2452
	Work Fax	956-318-2454
Child Protective Court		
Ricardo Flores	*Title*	Judge
	Work Phone	956-318-2672
Juvenile Justice Court		
Maxine L. Longoria	*Title*	Judge
	Work Phone	956-381-0744
	Work Fax	956-381-0730
Adult Probation		
Joe Lopez	*Title*	Director
	Work Phone	956-661-4600
	Work Fax	956-661-4700
Auto License		
Arnaldo Morin	*Work Phone*	956-318-2158
	Work Fax	956-318-2191
Boot Camp		
Homer Salinas	*Title*	Judge
	Work Phone	956-380-3311
	Work Fax	956-380-3324
Budget Office		
Valde Guerra	*Title*	Budget Officer
	Work Phone	956-292-7025
	Work Fax	956-292-7034
Building and Grounds		
Daniel Flores	*Title*	Director
	Work Phone	956-318-2646
	Work Fax	956-318-2648
Auditor's Office		
Ray Eufracio	*Title*	County Auditor
	Work Phone	956-318-2511
	Work Fax	956-318-2577

Customer Reps:		
County Clerk		
Arturo Guajardo, Jr.	*Title*	County Clerk
	Work Phone	956-318-2100
	Work Fax	956-318-2105
Law Library		
Angie Z. Chapa	*Title*	Law Librarian
	Work Phone	956-318-2155
	Work Fax	956-381-4269
District Clerk		
Laura Hinojosa	*Title*	District Clerk
	Work Phone	956-318-2200
	Work Fax	956-318-2251
Drainage District		
Godfrey Garza, Jr.	*Title*	District Manager
	Work Phone	956-292-7080
	Work Fax	956-292-7089
Elections		
Teresa R. Navarro	*Title*	Elections Administrator
	Work Phone	956-318-2570
	Work Fax	956-318-2569
Fire Department		
Victor Fonseca, Jr.	*Title*	Fire Marshall
	Work Phone	956-318-2656
	Work Fax	956-318-2697
Human Resources/Civil Service		
Esther A. Cortez	*Title*	Director
	Work Phone	956-318-2660
	Work Fax	956-318-2669
Indigent Defense		
Isidro 'Sid' Sepulveda	*Title*	Director
	Work Phone	956-318-2367
	Work Fax	956-318-2893
Urban County		
Diana Serna	*Title*	Executive Director
	Work Phone	956-787-8127
Jaime Ortega	*Title*	Facility Coordinator
	Work Phone	956-787-8127
Maribel Lopez	*Title*	Network Coordinator
	Work Phone	956-787-8127
Nydia Vega	*Title*	Administrative Coordinator
	Work Phone	956-787-8127

Customer Reps:

Tax Office

Armando Barrera	*Title*	Tax Assessor Collector
	Work Phone	956-318-2157
Fernando Cantu	*Title*	Account Reports Specialist
	Work Phone	956-318-2157

Health Department

Eduardo Olivarez	*Title*	Chief Admin. Officer
Rigo Hinojosa		

Vendor Reps:

Total Technologies

John Mathis		
	Title	President
	Work Phone	281-448-7676
	Email	mmurphy@totaltec.com
Lee Warren		
	Work Phone	281-448-7676
Kelly Green		
	Work Phone	281-448-7676

Information Design, Inc.

John Green		
	Work Phone	303 792- 2990
Jim Grimm		
	Work Phone	303-792-2990

Calence

Cathi Whelan		
	Work Phone	512-691-2043

Lava Concepts

Technical Support		
	Work Phone	956-648-9559

County Information Resources Agency - CIRA

Gayle Latham		
	Work Phone	512-478-8753

Tyler Technologies

Dawson Tyler		
	Work Phone	469-585-8361

Vendor Reps.		
IPSwitch Technical Support		
	Work Phone	706-312-3500
Dell Customer Support		
	Work Phone	1800-981-3355
AT&T Customer Service		
	Work Phone	1800-332-4387
Reliant Energy Yesenia Zamarron		
	Work Phone	713-497-3082
Excel Meridian - Technical Support Technical Support		
	Work Phone	1800-995-1014

Report Description:
This report lists all the characteristics of every Application organized by application name.

Budget Application Program

Application Profile

Application ID	APP0000016
Application Name	Budget Application Program
Description	Budget Application Program (BAP)- Budget Preparation
Business Function	Budget Preparation
Application Type	Departmental
Application Owner	Oralia Regino (EMP0000004)
BIA Last Updated	5/14/2007 12:00:00PM

Application Characteristics

Operating System	Window XP
Program Languages	Visual Basic for Applications
Desktop Data Storage	C:\Budget Backup\

Application Configuration

Backup Detail

Application Backup	Daily

Enterprise Recovery Information

Criminal Justice Information System (AbleTerm)

Application Profile

Application ID	APP0000002
Application Name	Criminal Justice Information System (AbleTerm)
Description	County wide application, all main infrastructure and equipment hosted at a central site.
Business Function	Criminal Tracking System
Application Type	Departmental
Application Owner	Vivian Barrera (EMP0000015)

Application Characteristics

Application Configuration

Backup Detail

Application Backup	Nightly - Data Center

Enterprise Recovery Information

Application Details

6/5/2007

DataNAS - 10.1.1.150

Application Profile

Application ID	APP0000019
Application Name	DataNAS - 10.1.1.150
Description	Network storage server for County Clerks.
Business Function	Data Storage
Application Type	Enterprise
Application Owner	Juan Deleon (EMP0000008)
Vendor Org	Tyler Technologies (VND0000007)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Proprietary
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	na
External File Requirements	na

Application Configuration

IP Address/Range	10.1.1.150
Data Sensitivity	Highly Sensitive-Customer

Backup Detail

Application Backup	Daily
Backup Source Code	Nightly - Data Center
Backup Type	Raw Data
Media	Cartridge Tape
Backup Frequency	Daily Incremental, Weekly Full
Schedule	Yes

Enterprise Recovery Information

Internal Vendor	Juan Deleon (EMP0000008)
RPO (Hours)	24.00
RTO (Hours)	24.00

DataNAS - 10.1.1.200

Application Profile

Application ID	APP0000024
Application Name	DataNAS - 10.1.1.200
Description	Network storage server for Hidalgo County
Business Function	Data Storage
Application Type	Enterprise
Application Owner	Stan Ramos (EMP0000005)
Vendor Org	Excel Meridian - Technical Support (VND0000013)
BIA Last Updated	5/14/2007 12:00:00PM

Application Characteristics

Operating System	Proprietary
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	na
External File Requirements	na

Application Configuration

License Req's	1CH40915
IP Address/Range	10.1.1.200
Data Sensitivity	Highly Sensitive-Customer

Backup Detail

Backup Available	Yes
Application Backup	Weekly
Backup Source Code	N/A
Backup Type	Raw Data
Media	Data Cartrige
Backup Frequency	Weekly Full
Schedule	Yes
Backup Password	Yes

Enterprise Recovery Information

Internal Vendor	Stan Ramos (EMP0000005)
RPO (Hours)	24.00
RTO (Hours)	24.00

Electrical Grid

Application Profile

Application ID	APP0000021
Application Name	Electrical Grid
Description	Power grid that supplies electricity for county IT distribution facilities.
Application Type	Enterprise
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

Head Start Family Information System

Application Profile

Application ID	APP0000023
Application Name	Head Start Family Information System
Description	is a data collection system used to track all family and child information
Application Type	Departmental

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

IMail - Services

Application Profile

Application ID	APP0000018
Application Name	IMail - Services
Description	Sharing of Calendar
Business Function	Email Services
Application Type	Enterprise
Application Owner	Carlos Garcia (EMP0000007)
Vendor Org	IPSwitch (VND0000008)

Application Characteristics

Operating System	Microsoft Windows 2000 Server
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes

Application Configuration

License Req's	SL4-0000183154
Protocol Req's	TCP/IP, SMTP, POP
Port Req's	80, 110, 25, 443
IP Address/Range	68.88.107.134, 68.88.107.135
Data Sensitivity	Highly Sensitive-Customer
Min. Client Req's	MS Internet Explorer, Outlook Express, Outlook

Backup Detail

Backup Available	Yes
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Other

Enterprise Recovery Information

Internet, PRIs and Special Circuits

Application Profile

Application ID	APP0000020
Application Name	Internet, PRIs and Special Circuits
Description	Communication lines for Network LAN/WAN
Application Type	Enterprise
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Enterprise Recovery Information

Network LAN/WAN

Application Profile

Application ID	APP0000015
Application Name	Network LAN/WAN
Description	Countywide network and telecommunication
Business Function	Provide access to network resources.
Application Type	Enterprise
Application Owner	Juan Deleon (EMP0000008)
Vendor Org	Calence (VND0000001)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Cisco ISO
Program Languages	NA
Location	Hidalgo County Courthouse (LOC0000001)
Desktop Data Storage	NA
External File Requirements	NA

Application Configuration

Protocol Req's	All protocols
Port Req's	10/100 ports
IP Address/Range	10.100.101.1 -10.100.146.254
Known Bottlenecks	Users

Backup Detail

Backup Available	Yes
Backup Password	Yes

Enterprise Recovery Information

External Vendor	Calence (VND0000001)
Internal Vendor	Juan Deleon (EMP0000008)
RPO (Hours)	4.00
RTO (Hours)	4.00

Sage Financial

Application Profile

Application ID	APP0000003
Application Name	Sage Financial
Description	The SAGE system is the county's financial application system.
Business Function	Financial System
Application Type	Departmental
Application Owner	Renan Ramirez (EXEC000001)

Application Characteristics

Application Configuration

Backup Detail

Backup Available	Yes
Application Backup	Nightly - Data Center
Backup Source Code	Nightly - Data Center

Enterprise Recovery Information

External Vendor	Information Design, Inc. (VND0000003)

Time & Attendance Program

Application Profile

Application ID	APP0000014
Application Name	Time & Attendance Program
Description	Hidalgo County's Time and Attendance Program (TAAP)
Business Function	Time and Attendance
Application Type	Departmental
Application Owner	Charles Graham (EMP0000013)
Vendor Org	Lava Concepts (VND0000005)
BIA Last Updated	5/17/2007 12:00:00PM

Application Characteristics

Operating System	Windows 2000
Program Languages	C Sharp
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes
Desktop Data Storage	40mb
External File Requirements	n/a

Application Configuration

Storage Req's	n/a
License Req's	n/a
Protocol Req's	tcp/ip
Port Req's	80
IP Address/Range	10.100.100.x
Data Sensitivity	Internal Use Only
Min. Client Req's	0
Encryption Req's	0
Third Party Req's	0

Backup Detail

Backup Available	Yes
Application Backup	Nightly - Data Center
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Daily Full
Schedule	Yes

Enterprise Recovery Information

External Vendor	Lava Concepts (VND0000005)
Internal Vendor	Charles Graham (EMP0000013)
RPO (Hours)	12.00
RTO (Hours)	24.00

VOIP Telephone System (ShoreTel)

Application Profile

Application ID	APP0000001
Application Name	VOIP Telephone System (ShoreTel)
Description	Converged voice and data network county wide.
Business Function	County wide Telecom System
Application Type	Enterprise
Application Owner	Cruz Quintana (EMP0000009)
Vendor Org	Total Technologies (VND0000002)
BIA Last Updated	4/28/2007 12:00:00PM

Application Characteristics

Operating System	N/A
Program Languages	N/a
Location	Hidalgo County Courthouse (LOC0000001)
Internet Accessible	Yes

Application Configuration

Storage Req's	80 Gigs
Seats/Units	5
License Req's	Main, remotes, sites, phones, auxillary software
Protocol Req's	TCP/IP, UDP
Network Req's	10/100 Prioritized
Port Req's	random
IP Address/Range	10.2.1.2 - 10.2.1.25
Data Sensitivity	Internal Use Only
Known Bottlenecks	Core & WAN
Batch Processing	N/A

Backup Detail

Backup Available	Yes
Application Backup	Weekly
Backup Source Code	N/A
Backup Type	Raw Data
Media	Disk Drive
Backup Frequency	Weekly Full
Automated Backups	Yes
Backup Password	Yes

Enterprise Recovery Information

External Vendor	Total Technologies (VND0000002)
Internal Vendor	Cruz Quintana (EMP0000009)
RPO (Hours)	0.10
Priority Sequence	1

Web - Services

Application Profile

Application ID	APP0000012
Application Name	Web - Services
Description	County Websites & Judicial Search
Business Function	County Wide
Application Type	Departmental
Application Owner	Carlos Garcia (EMP0000007)
Vendor Org	Dell (VND0000009)

Application Characteristics

Operating System	Microsoft Windows 2000 Server
Location	Hidalgo County Administration Bldg. (LOC0000004)
Internet Accessible	Yes
Can Co-Exist	Yes

Application Configuration

Protocol Req's	TCP/IP
Port Req's	80, 443
IP Address/Range	68.88.107.133
Data Sensitivity	Highly Sensitive-Customer
Min. Client Req's	Microsoft Internet Explorer

Backup Detail

Backup Available	Yes
Backup Type	Raw Data
Media	Disk Drive

Enterprise Recovery Information

Report Description:
This report lists all the characteristics of every Location record organized by its geography.

Country: United States
State/Province: Texas
City: Edinburg

Site Name: Administration Bldg Annex (KMart)

Location ID	LOC0000006
Address 1	2802 S. Closner Blvd.
Normal Function	Office Area
Work Area Recovery	✓
Data Center	✓
Ops Center	✓

Core Component/Plan Specific Information

General Plan Segment

Site Name: Hidalgo County Administration Bldg

Location ID	LOC0000004
Address 1	100 E. Cano 2nd Floor
Normal Function	Office Area
Site Control	Public Access
Data Center	✓

Core Component/Plan Specific Information

General Plan Segment

Site Name: Hidalgo County Courthouse

Location ID	LOC0000001
Address 1	Hidalgo County Courthouse 1st Floor
Address 2	100 N. Closner Blvd.
Main Phone Number	956-292-7010
Room Or Area ID	IT Department
Normal Function	Network Ops Center
Site Control	Public Access
Number of Personnel	16
Site Contact	EXEC000001, Ramirez ,Renan
Work Area Recovery	✓
Command Control Center	✓
Data Center	✓
Non Data Storage	✓
Ops Center	✓
Digital Media Storage	✓
Additional Details	Main Network Ops

Core Component/Plan Specific Information

General Plan Segment

Alternate Site in Plan Details
Disaster Recovery Plan
6/5/2007

Country: United States
State/Province: Texas
City: Mission

Site Name: Commissioner PCT 3

Location ID	LOC0000005
Address 1	724 North Breyfogle Road
Main Phone Number	956-585-4509
Normal Function	Network Ops Center
Site Control	Public Access
Work Area Recovery	✓
Command Control Center	✓
Additional Details	Alternative Location #1

Core Component/Plan Specific Information

General Plan Segment

City: Weslaco

Site Name: Commissioner PCT 1

Location ID	LOC0000003
Address 1	1902 Joe Stephens Ave.
Main Phone Number	956-968-8733
Normal Function	Network Ops Center
Work Area Recovery	✓
Command Control Center	✓
Additional Details	Alternative Site #2

Core Component/Plan Specific Information

General Plan Segment

Report Description:
This report shows how people are organized to execute their plan (e.g.Teams. Positions on Teams, and who's assigned to fill each position, including employees, vendor and customer representatives.)

General Recovery

Network LAN/WAN Support Team

Coordinate the activities required to restore and recover the server systems, utility, application software and data at the Alternate Facility.

Team Leader
Network LAN/WAN Support Team - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
Network LAN/WAN Support Team - Team Leader Alternate
Mike Robledo, Info System Admin

Team Member
Network LAN/WAN Support Team - Team Member
Carlos Garcia, Technician V
Juan Deleon, Technician IV
Cruz Quintana, Telecomm Manager

DataNAS Recovery Team

Central Data File servers for the users of the county

Team Leader
DataNAS - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
DataNAS - Team Leader Alternate
Mike Robledo, Info System Admin

Team Member
DataNAS - Team Member
Stan Ramos, Technician III
Carlos Garcia, Technician V

Criminal Justice Recovery Team

Criminal Justice System (AbleTerm)

Team Lead
Criminal Justice Recovery - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
Criminal Justice Recovery - Team Leader Alternate
Mike Robledo, Info System Admin

Team Member
Criminal Justice Recovery - Team Member
Vivian Barrera, Technician II

Sage Financial

County wide financial system application

Sage Financial

County wide financial system application

Team Leader
Sage Financial - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
Sage Financial - Team Leader Alternate
Charles Graham, Application Developer II

VOIP Telephone System (ShoreTel)

County wide telephone system, this system is designed in a modular architecture

Team Leader
Shoretel Recovery - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
Shoretel Recovery - Team Leader Alternate
Stan Ramos, Technician III

Team Member
Shoretel Recovery - Team Member
Juan Deleon, Technician IV
Charles Graham, Application Developer II

TAAP

Time Attendance Application Program

Team Leader
TAAP - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
TAAP - Team Leader Alternate
Mike Robledo, Info System Admin

Team Member
TAAP - Team Member
Oralia Regino, Application Developer II
Charles Graham, Application Developer II

BAP

Budget Application Program

Team Leader
BAP - Team Leader
Renan Ramirez, Chief Information Officer

Team Leader - Alt
BAP - Team Leader Alternate
Mike Robledo, Info System Admin

BAP

Budget Application Program

Team Member

BAP - Team Member

Oralia Regino, Application Developer II

Charles Graham, Application Developer II

IMail - Services

County wide email services

Team Leader

Email - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Email - Team Leader Alternate

Carlos Garcia, Technician V

Web Services

County wide web servers and applications

Team Leader

Web Services - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Web Services - Team Leader Alternate

Carlos Garcia, Technician V

Internet, PRIs and Special Circuits

Communication lines for Network LAN/WAN

Team Leader

Internet, PRI - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Internet, PRI - Team Leader Alternate

Carlos Garcia, Technician V

Team Member

Internet, PRI - Team Member

Juan Deleon, Technician IV

Cruz Quintana, Telecomm Manager

Electrical Grid

Power Failure

Team Leader

Electrical Grid - Team Leader

Renan Ramirez, Chief Information Officer

Team Leader - Alt

Electrical Grid - Team Leader Alternate

Daniel Flores, Building and Grounds

Electrical Grid

Power Failure

Team Member
Electrical Grid - Team Member
Carlos Garcia, Technician V

Urban County Finance Program

Finance system

Team Leader - Alt
Urban County - Facility Coordinator
Jaime Ortega, Urban County

Team Leader
Urban County - Recovery Manager
Diana Serna, Urban County

Team Member
Urban County - Network Coordinator
Maribel Lopez, Urban County

Team Administrator
Urban County - Administrative Coordinator
Nydia Vega, Urban County

Automated Tax Collection System

Tax Collection System

Team Leader
Tax - Team Leader
Armando Barrera, Tax Office

Team Leader - Alt
Tax - Team Leader Alternate
Fernando Cantu, Tax Office

Health Dept. Systems

Health Dept. Client/Medical Records System

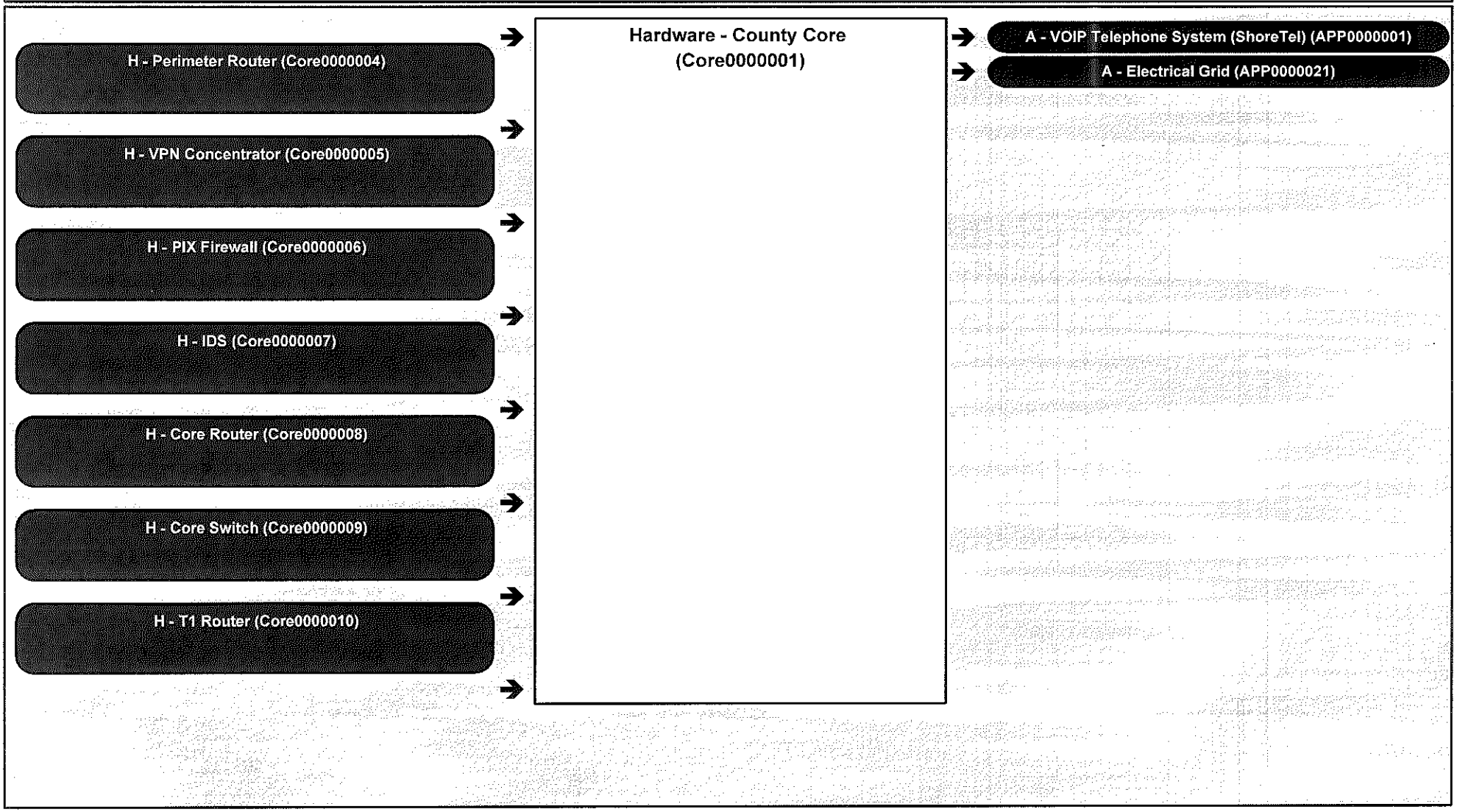
Team Leader
Health - Team Leader
Eduardo Olivarez, Health Department

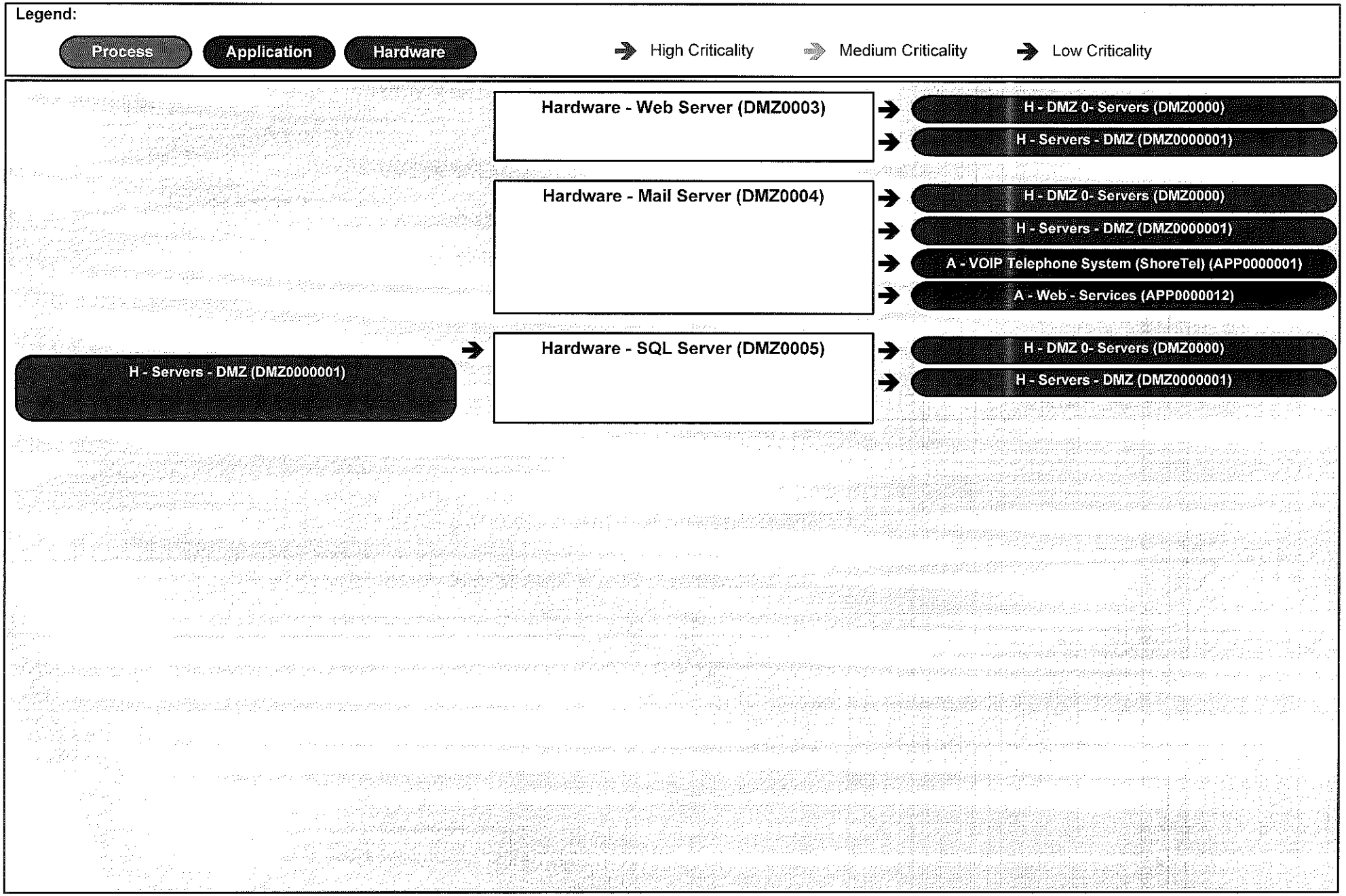
Team Leader Alt
Health - Team Leader Alternate
Rigo Hinojosa, Health Department

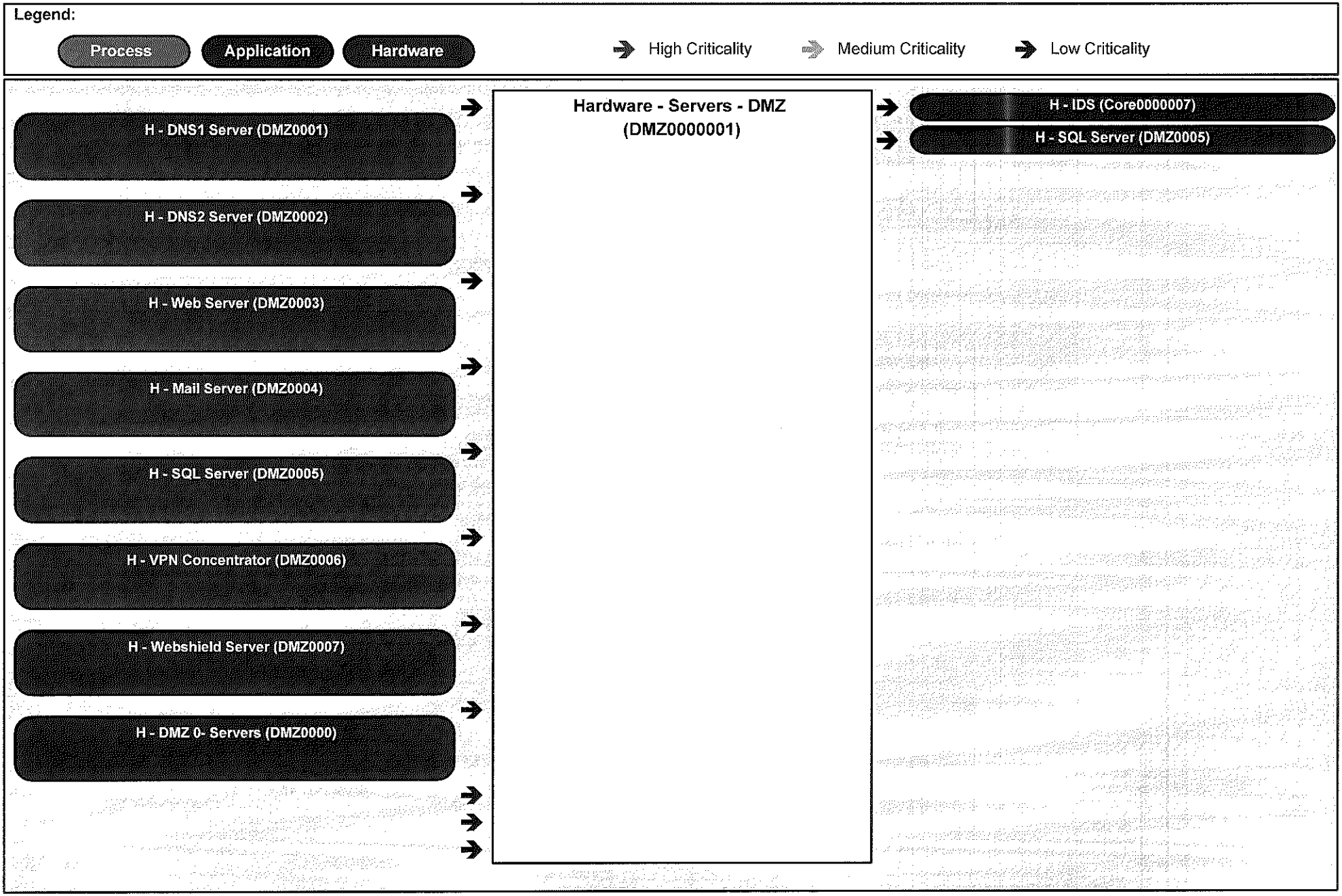
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This report graphically depicts core components with up and downstream interdependencies.

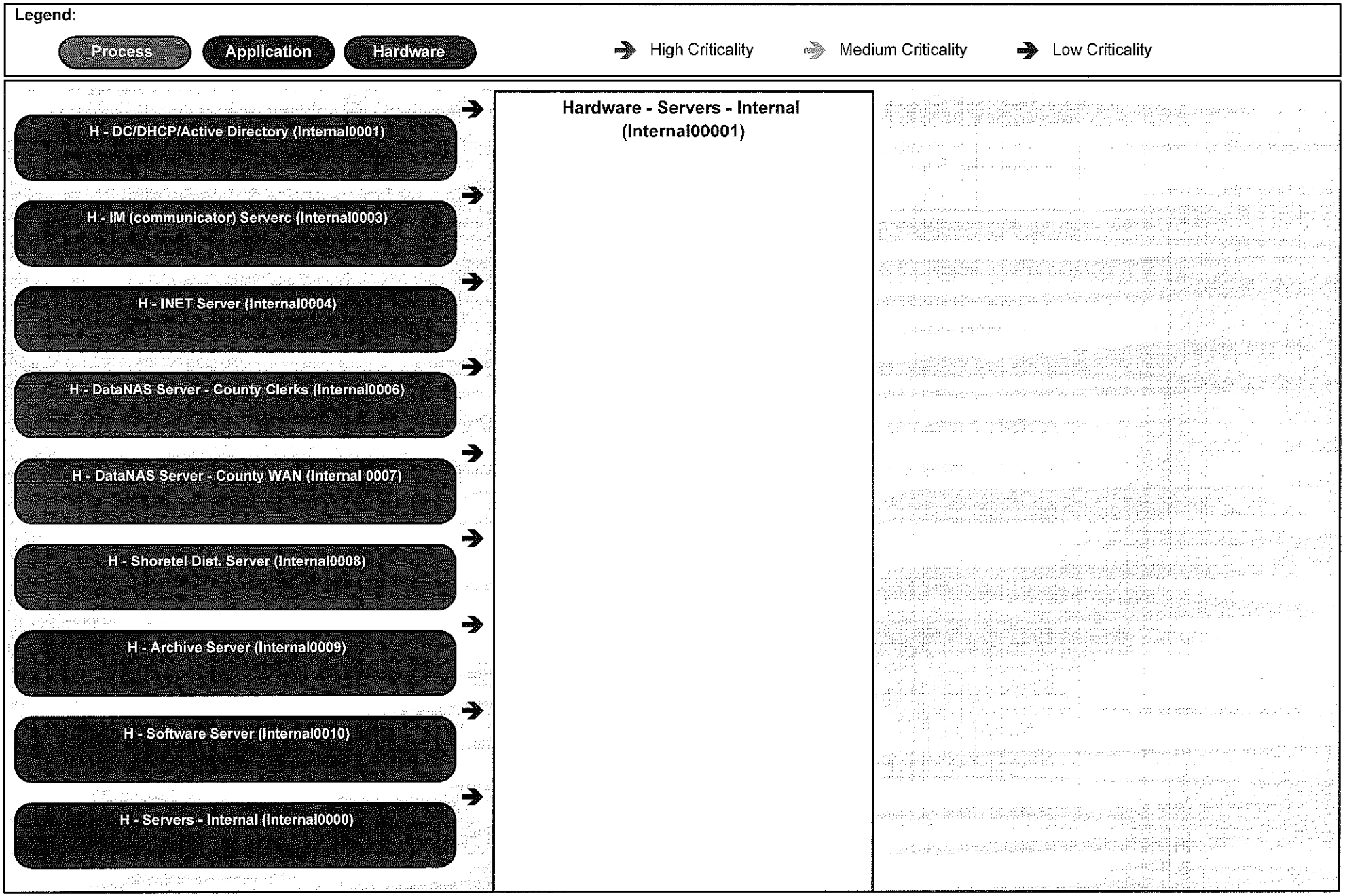
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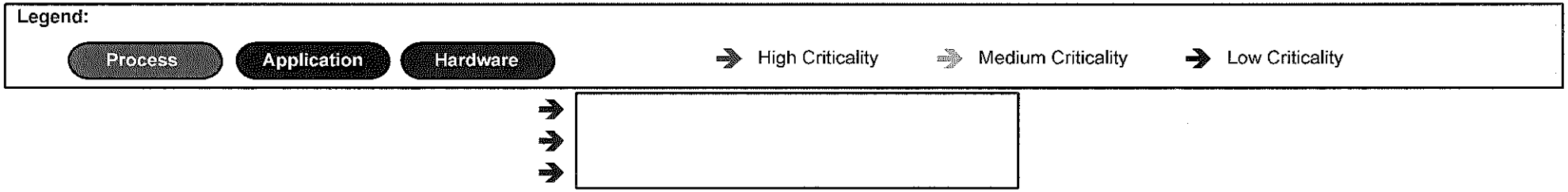
Process | Application | Hardware | High Criticality | Medium Criticality | Low Criticality

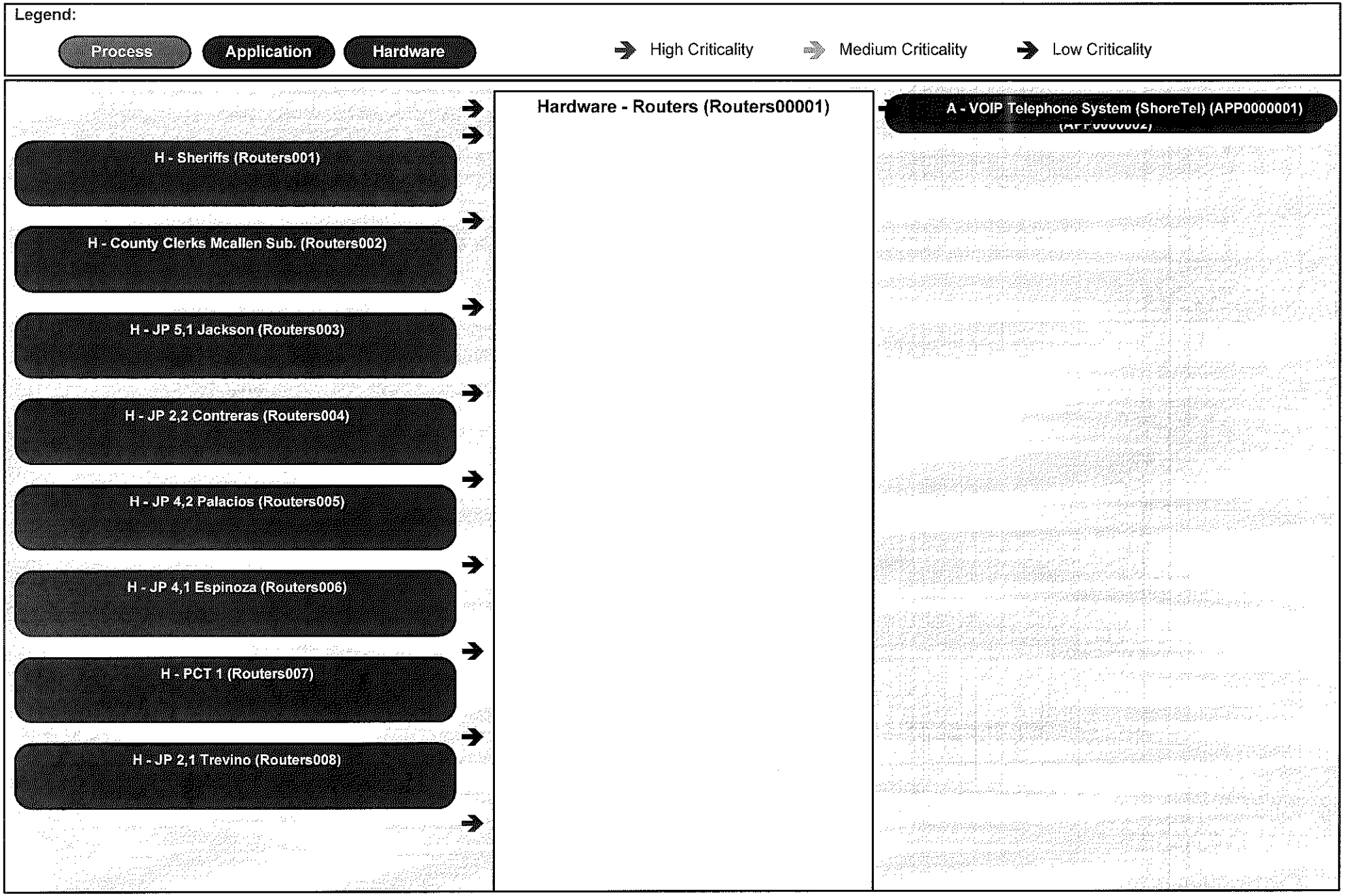


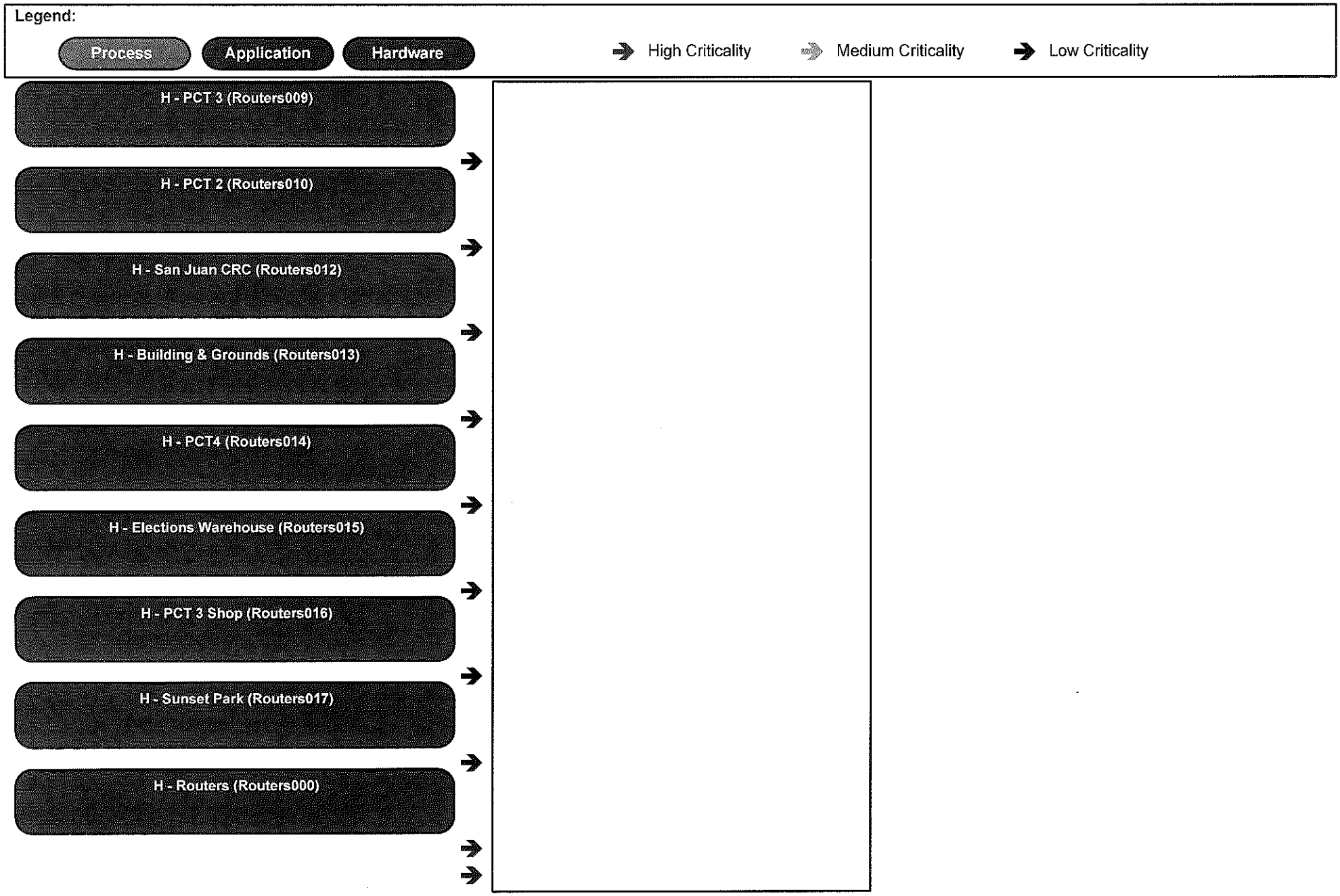

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
Hardware - Web Server (DMZ0003)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)
Hardware - Mail Server (DMZ0004)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)
A - VOIP Telephone System (ShoreTel) (APP0000001)
A - Web - Services (APP0000012)
H - Servers - DMZ (DMZ0000001)
Hardware - SQL Server (DMZ0005)
H - DMZ 0- Servers (DMZ0000)
H - Servers - DMZ (DMZ0000001)

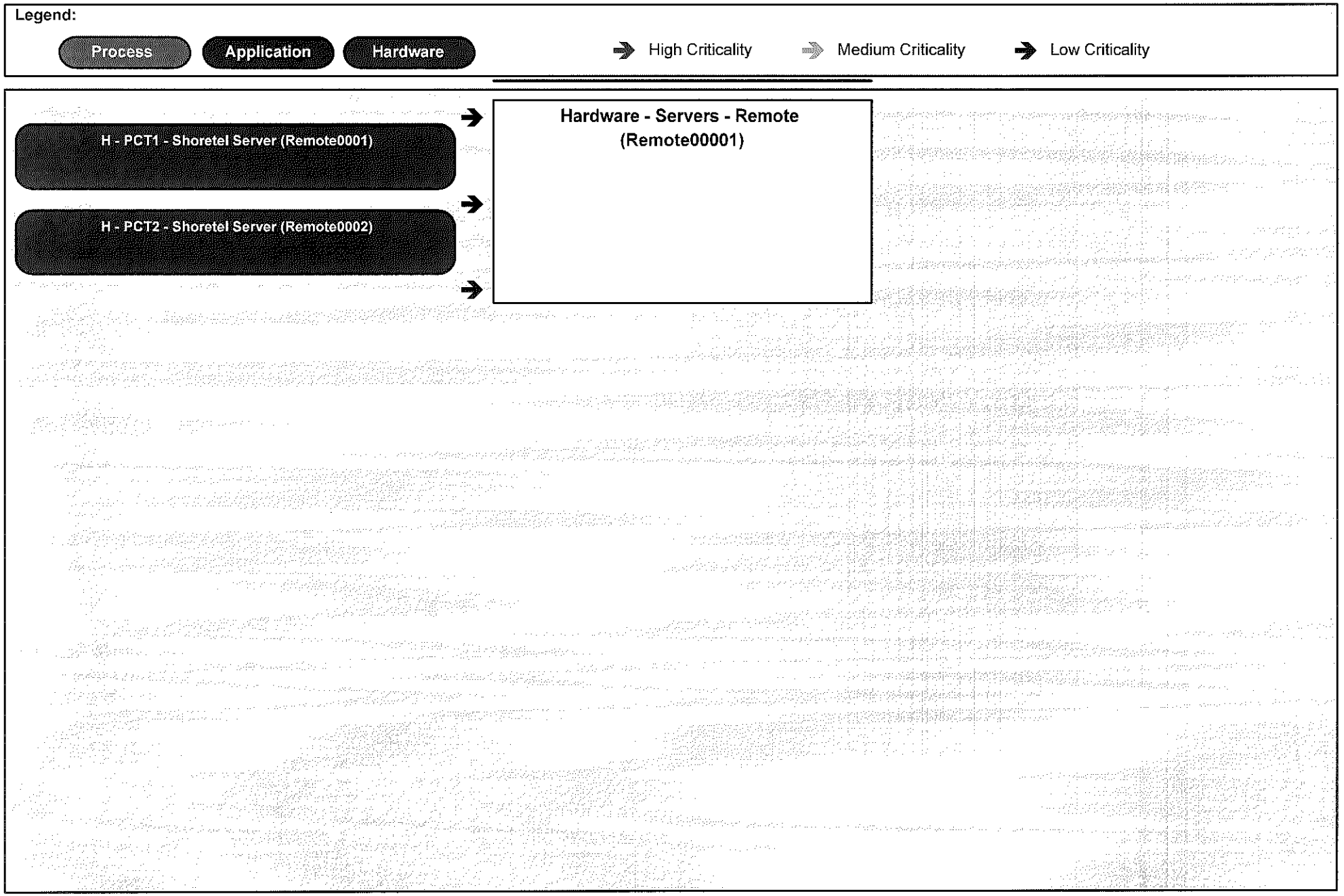

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - DNS1 Server (DMZ0001)
H - DNS2 Server (DMZ0002)
H - Web Server (DMZ0003)
H - Mail Server (DMZ0004)
H - SQL Server (DMZ0005)
H - VPN Concentrator (DMZ0006)
H - Webshield Server (DMZ0007)
H - DMZ 0- Servers (DMZ0000)
Hardware - Servers - DMZ
(DMZ0000001)
H - IDS (Core0000007)
H - SQL Server (DMZ0005)

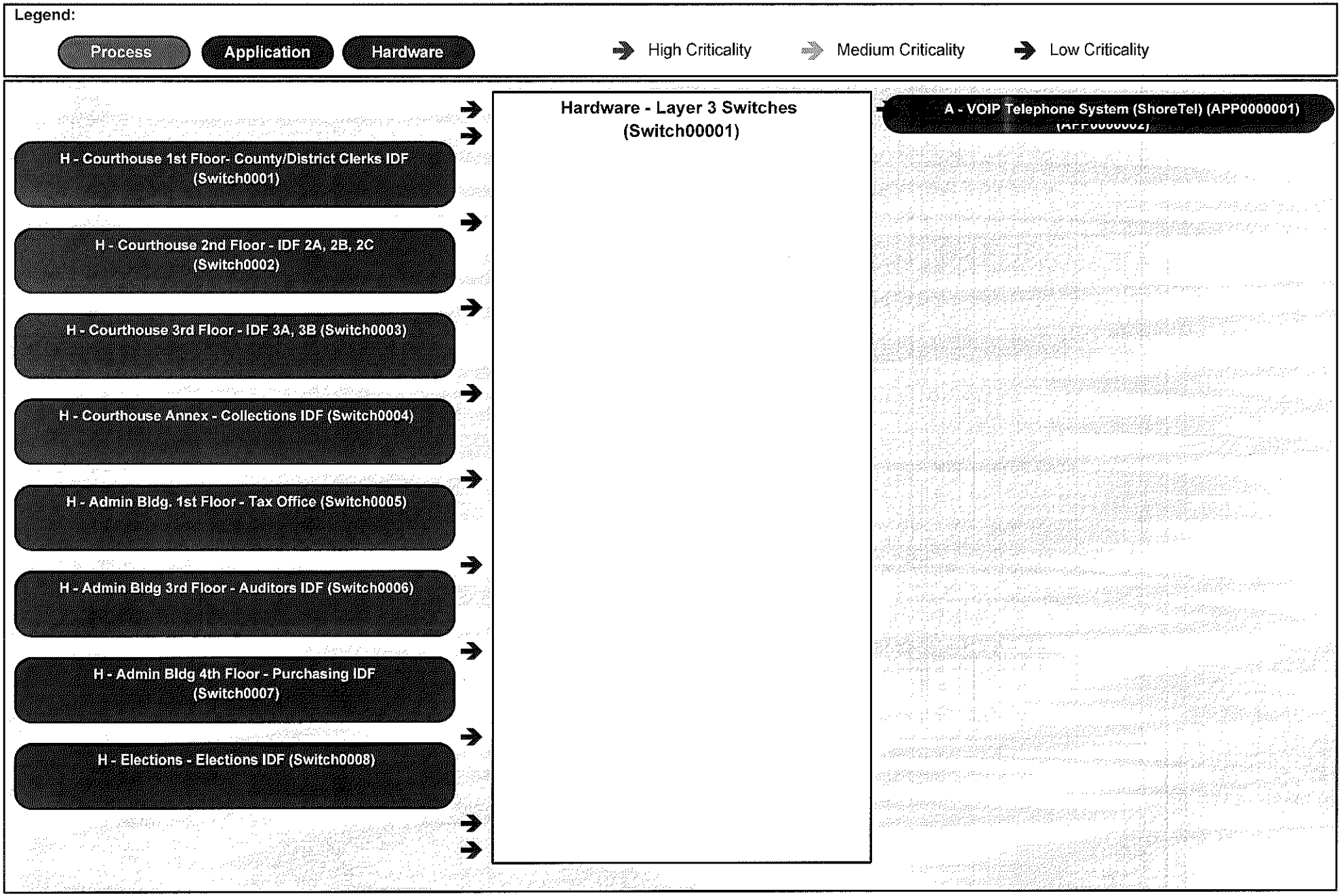

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - DC/DHCP/Active Directory (Internal0001)
H - IM (communicator) Serverc (Internal0003)
H - INET Server (Internal0004)
H - DataNAS Server - County Clerks (Internal0006)
H - DataNAS Server - County WAN (Internal 0007)
H - Shoretel Dist. Server (Internal0008)
H - Archive Server (Internal0009)
H - Software Server (Internal0010)
H - Servers - Internal (Internal0000)
Hardware - Servers - Internal (Internal00001)

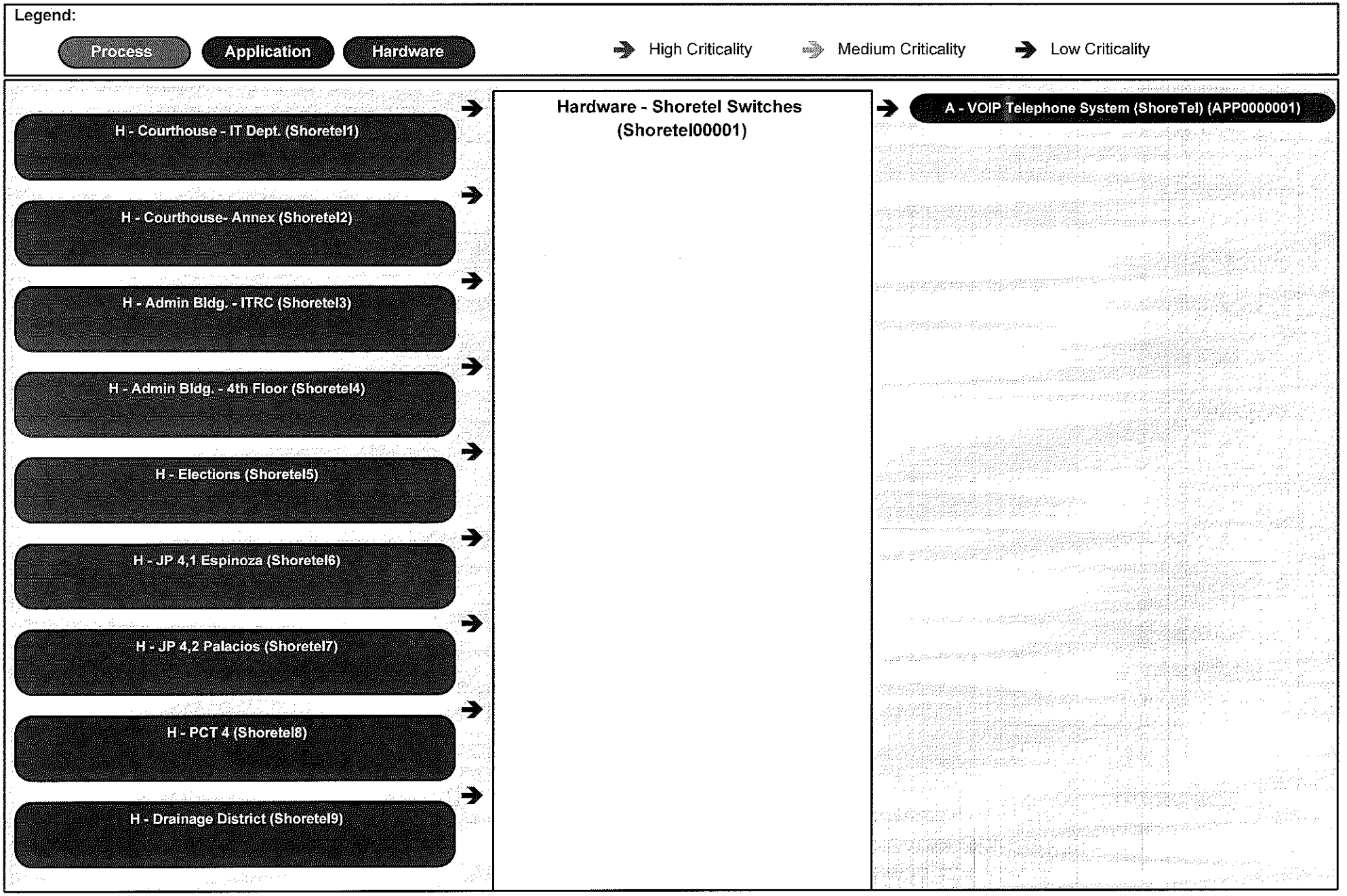

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality

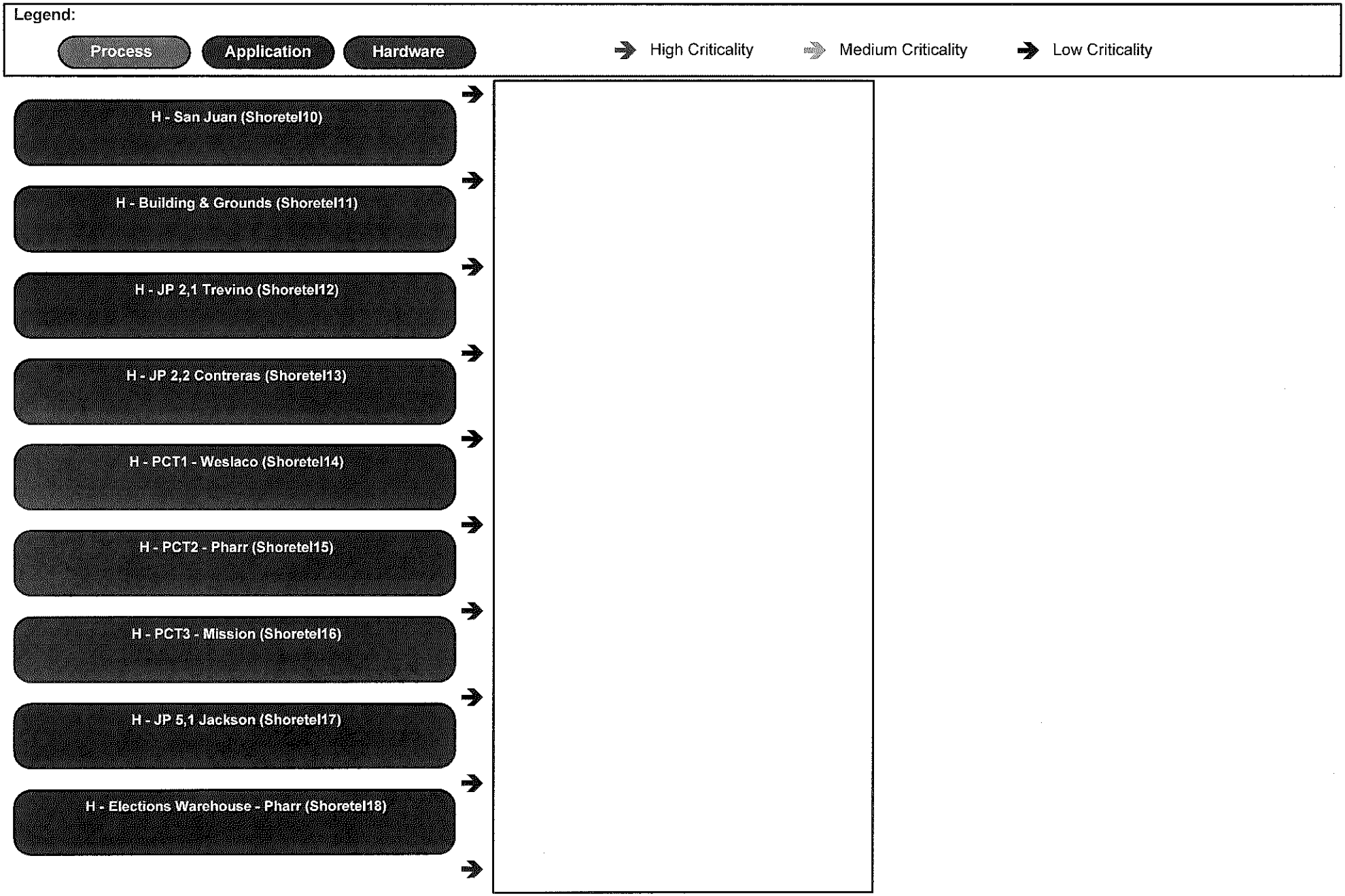

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Sheriffs (Routers001)
H - County Clerks Mcallen Sub. (Routers002)
H - JP 5,1 Jackson (Routers003)
H - JP 2,2 Contreras (Routers004)
H - JP 4,2 Palacios (Routers005)
H - JP 4,1 Espinoza (Routers006)
H - PCT 1 (Routers007)
H - JP 2,1 Trevino (Routers008)
Hardware - Routers (Routers00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)

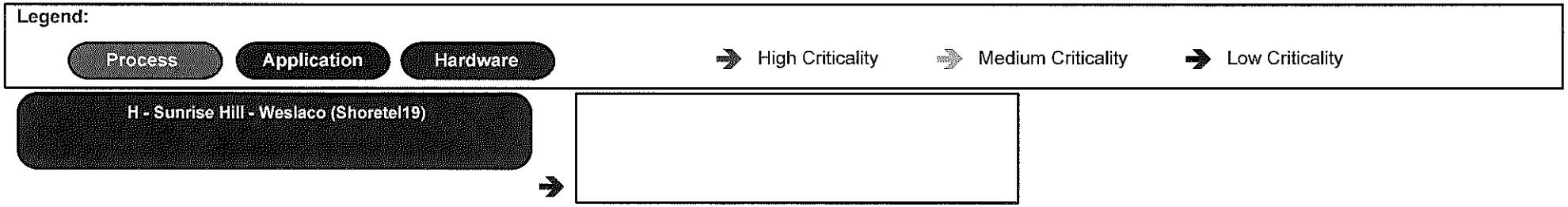

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - PCT 3 (Routers009)
H - PCT 2 (Routers010)
H - San Juan CRC (Routers012)
H - Building & Grounds (Routers013)
H - PCT4 (Routers014)
H - Elections Warehouse (Routers015)
H - PCT 3 Shop (Routers016)
H - Sunset Park (Routers017)
H - Routers (Routers000)

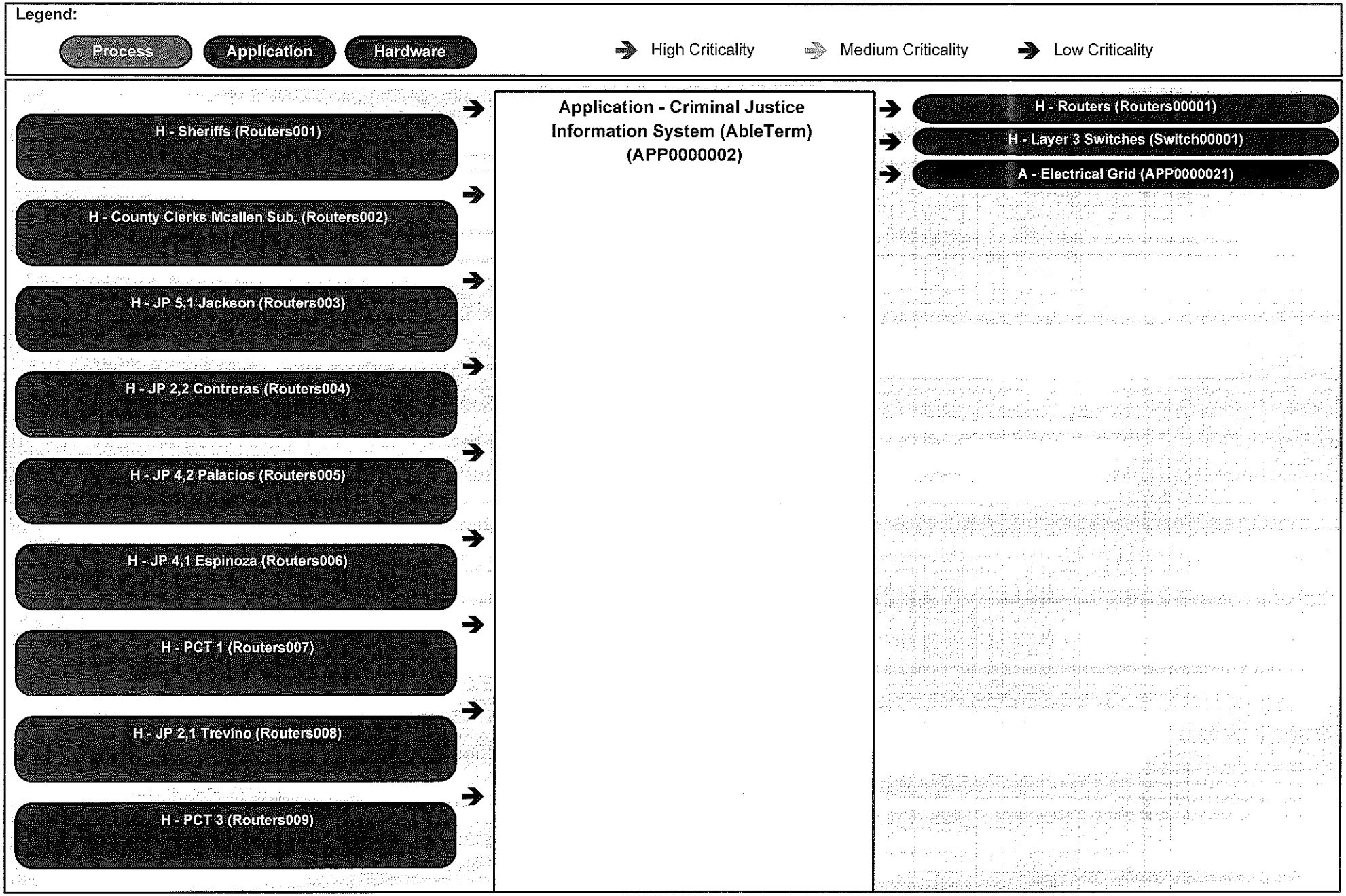

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - PCT1 - Shoretel Server (Remote0001)
H - PCT2 - Shoretel Server (Remote0002)
Hardware - Servers - Remote
(Remote00001)

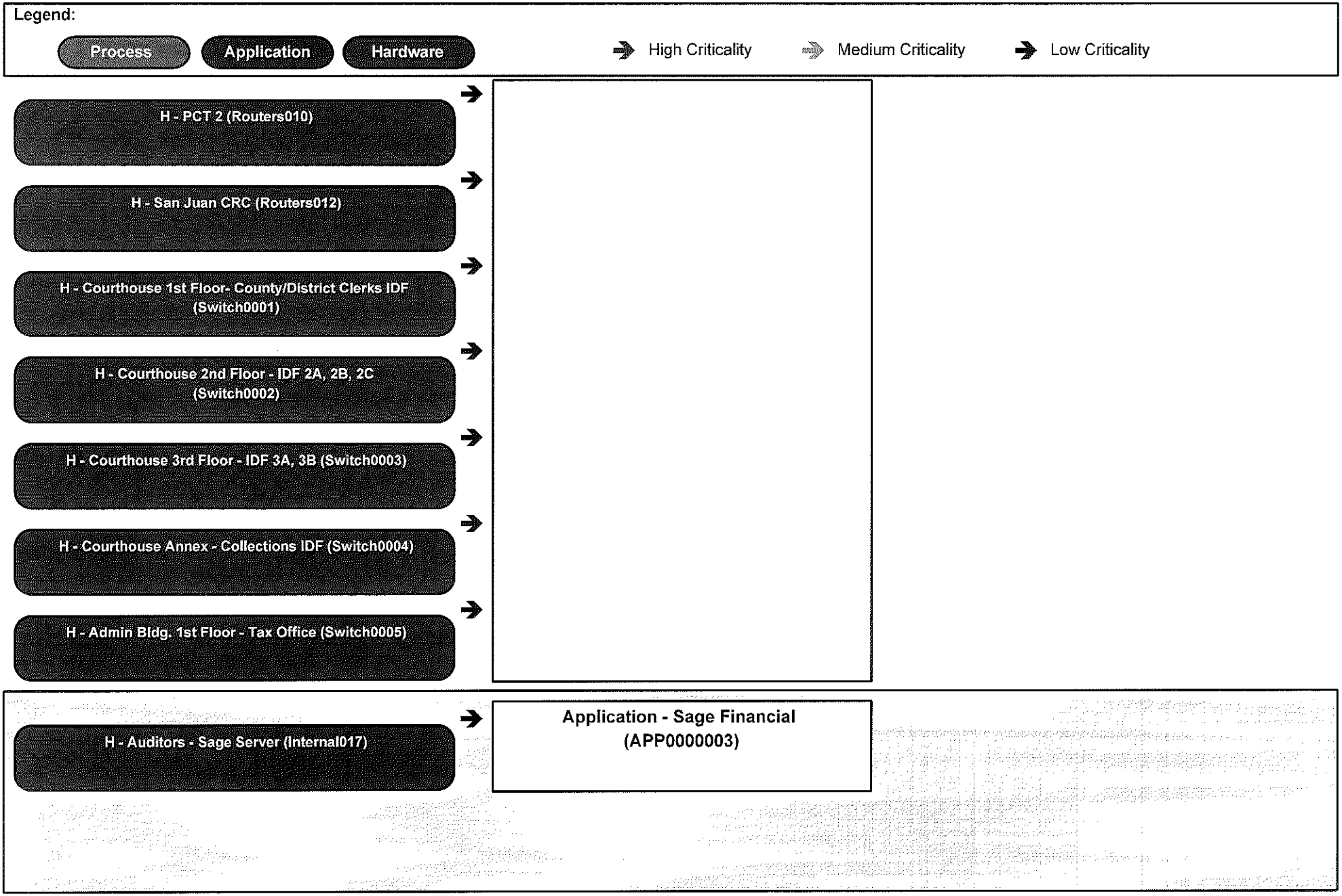

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Courthouse 1st Floor- County/District Clerks IDF (Switch0001)
H - Courthouse 2nd Floor - IDF 2A, 2B, 2C (Switch0002)
H - Courthouse 3rd Floor - IDF 3A, 3B (Switch0003)
H - Courthouse Annex - Collections IDF (Switch0004)
H - Admin Bldg. 1st Floor - Tax Office (Switch0005)
H - Admin Bldg 3rd Floor - Auditors IDF (Switch0006)
H - Admin Bldg 4th Floor - Purchasing IDF (Switch0007)
H - Elections - Elections IDF (Switch0008)
Hardware - Layer 3 Switches (Switch00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)

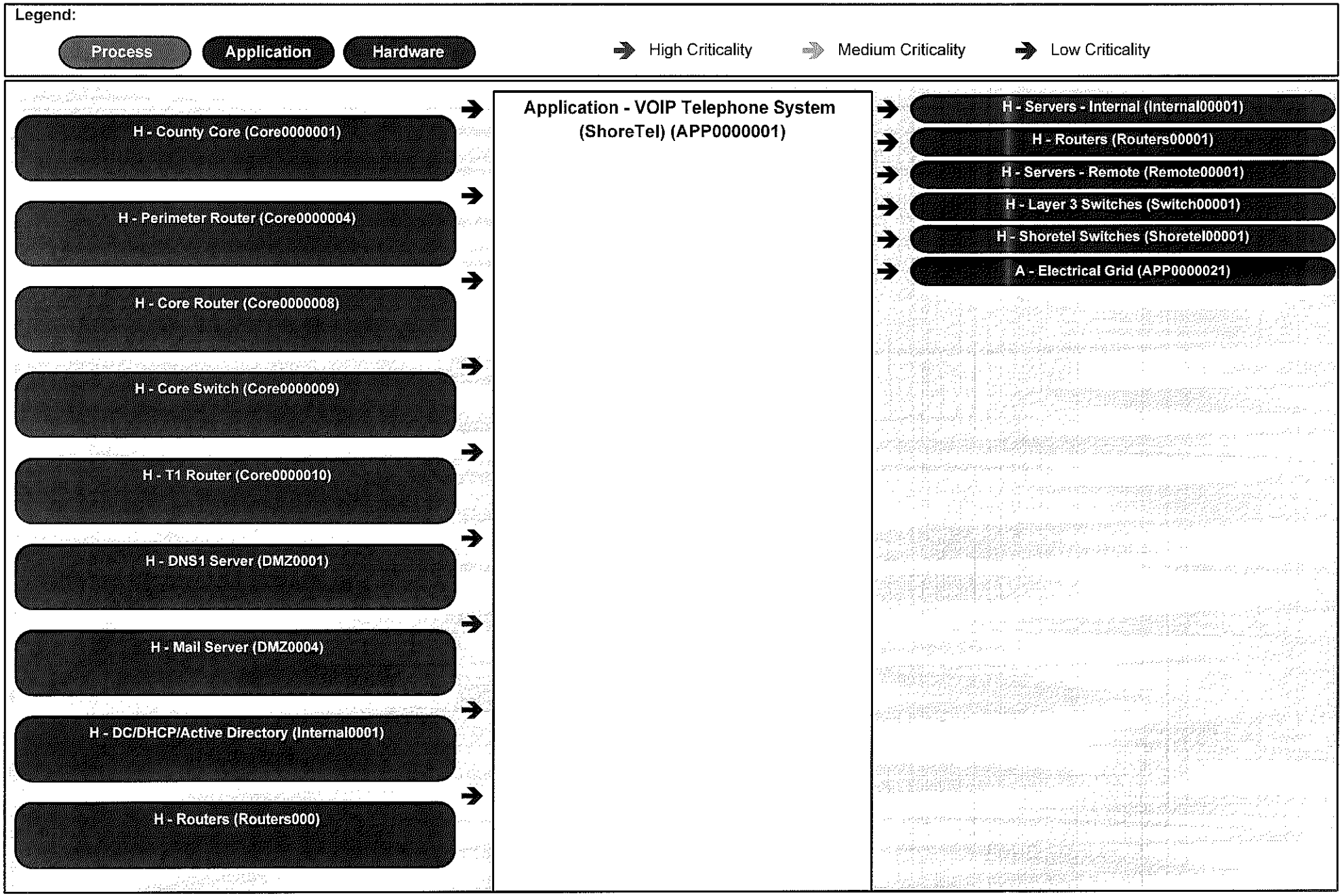

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Courthouse - IT Dept. (Shoretel1)
H - Courthouse- Annex (Shoretel2)
H - Admin Bldg. - ITRC (Shoretel3)
H - Admin Bldg. - 4th Floor (Shoretel4)
H - Elections (Shoretel5)
H - JP 4,1 Espinoza (Shoretel6)
H - JP 4,2 Palacios (Shoretel7)
H - PCT 4 (Shoretel8)
H - Drainage District (Shoretel9)
Hardware - Shoretel Switches (Shoretel00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)

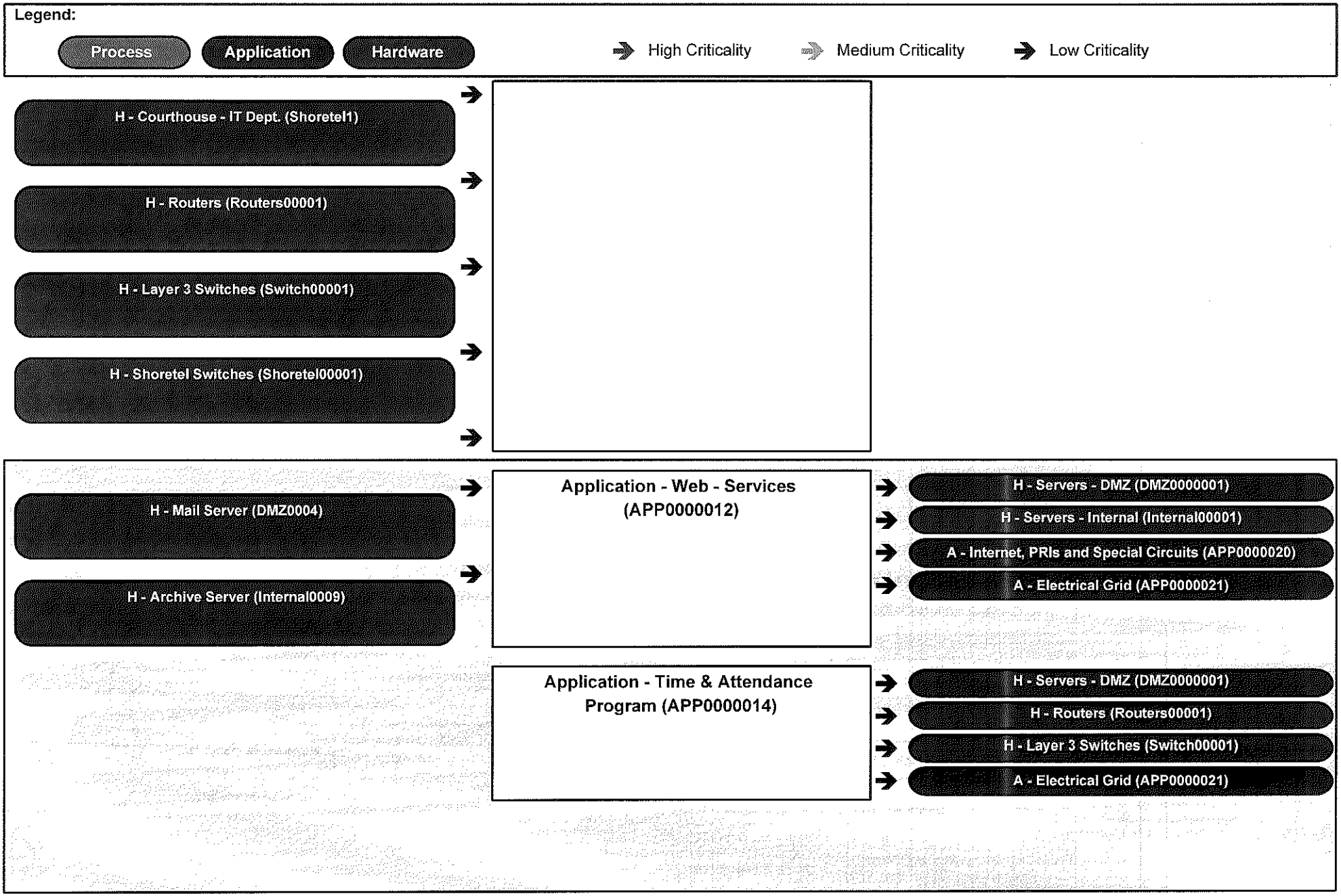

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - San Juan (Shoretel10)
H - Building & Grounds (Shoretel11)
H - JP 2,1 Trevino (Shoretel12)
H - JP 2,2 Contreras (Shoretel13)
H - PCT1 - Weslaco (Shoretel14)
H - PCT2 - Pharr (Shoretel15)
H - PCT3 - Mission (Shoretel16)
H - JP 5,1 Jackson (Shoretel17)
H - Elections Warehouse - Pharr (Shoretel18)

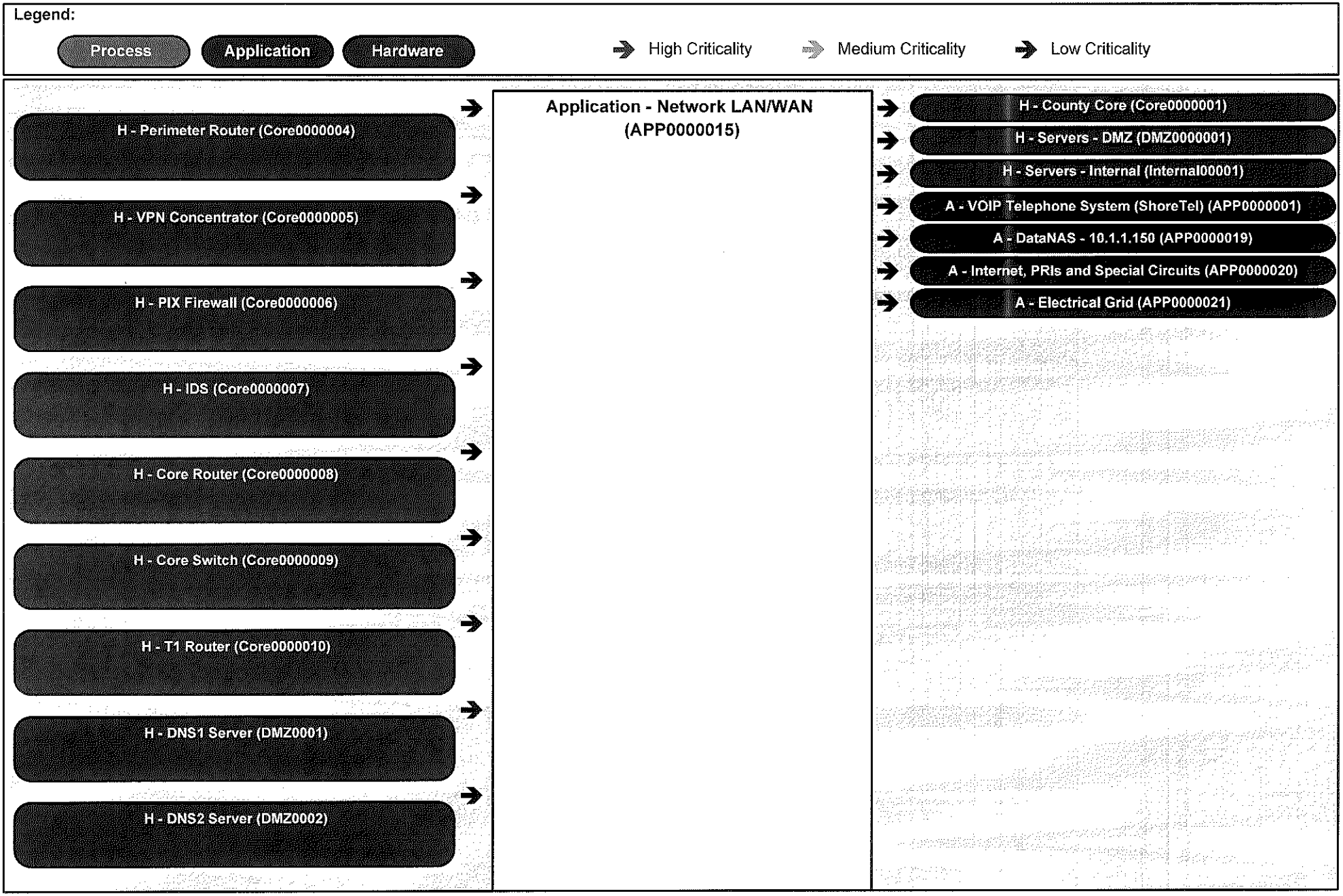

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Sunrise Hill - Weslaco (Shoretel19)

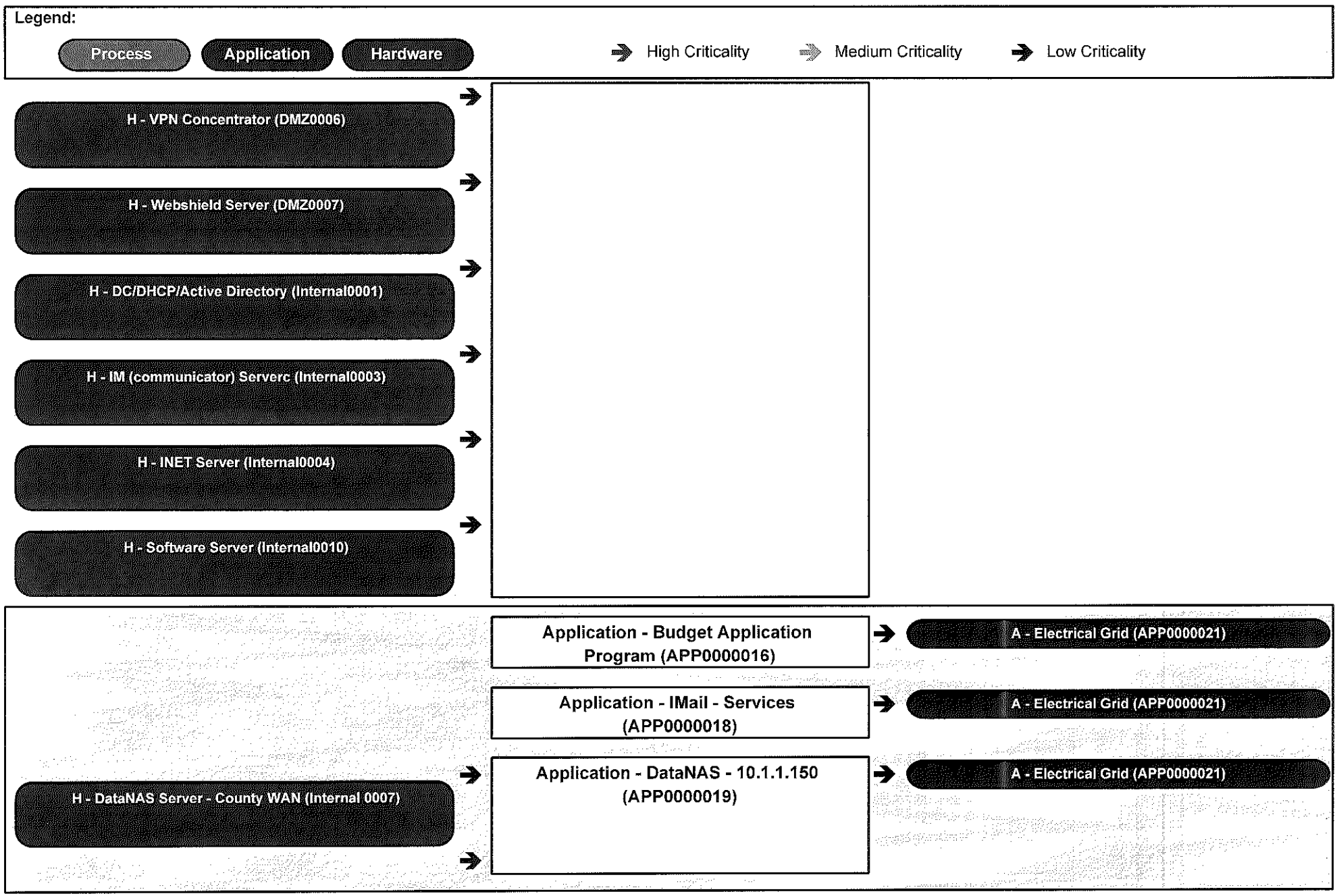

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Sheriffs (Routers001)
H - County Clerks Mcallen Sub. (Routers002)
H - JP 5,1 Jackson (Routers003)
H - JP 2,2 Contreras (Routers004)
H - JP 4,2 Palacios (Routers005)
H - JP 4,1 Espinoza (Routers006)
H - PCT 1 (Routers007)
H - JP 2,1 Trevino (Routers008)
H - PCT 3 (Routers009)
Application - Criminal Justice Information System (AbleTerm) (APP0000002)
H - Routers (Routers00001)
H - Layer 3 Switches (Switch00001)
A - Electrical Grid (APP0000021)

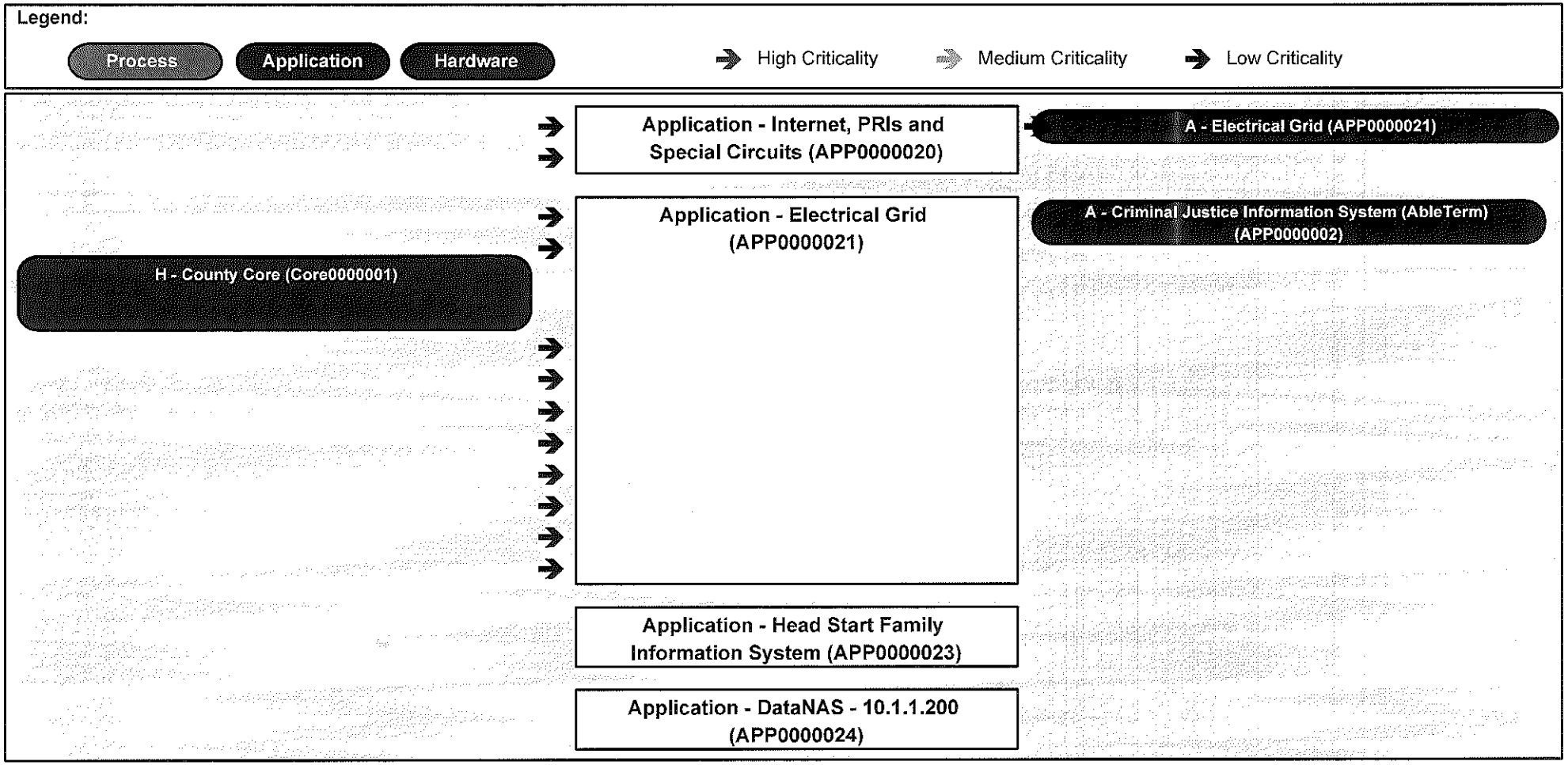

Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - PCT 2 (Routers010)
H - San Juan CRC (Routers012)
H - Courthouse 1st Floor- County/District Clerks IDF (Switch0001)
H - Courthouse 2nd Floor - IDF 2A, 2B, 2C (Switch0002)
H - Courthouse 3rd Floor - IDF 3A, 3B (Switch0003)
H - Courthouse Annex - Collections IDF (Switch0004)
H - Admin Bldg. 1st Floor - Tax Office (Switch0005)
H - Auditors - Sage Server (Internal017)
Application - Sage Financial (APP0000003)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - County Core (Core0000001)
H - Perimeter Router (Core0000004)
H - Core Router (Core0000008)
H - Core Switch (Core0000009)
H - T1 Router (Core0000010)
H - DNS1 Server (DMZ0001)
H - Mail Server (DMZ0004)
H - DC/DHCP/Active Directory (Internal0001)
H - Routers (Routers000)
Application - VOIP Telephone System (ShoreTel) (APP0000001)
H - Servers - Internal (Internal00001)
H - Routers (Routers00001)
H - Servers - Remote (Remote00001)
H - Layer 3 Switches (Switch00001)
H - Shoretel Switches (Shoretel00001)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Courthouse - IT Dept. (Shoretel1)
H - Routers (Routers00001)
H - Layer 3 Switches (Switch00001)
H - Shoretel Switches (Shoretel00001)
H - Mail Server (DMZ0004)
H - Archive Server (Internal0009)
Application - Web - Services (APP0000012)
H - Servers - DMZ (DMZ0000001)
H - Servers - Internal (Internal00001)
A - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)
Application - Time & Attendance Program (APP0000014)
H - Servers - DMZ (DMZ0000001)
H - Routers (Routers00001)
H - Layer 3 Switches (Switch00001)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - Perimeter Router (Core0000004)
H - VPN Concentrator (Core0000005)
H - PIX Firewall (Core0000006)
H - IDS (Core0000007)
H - Core Router (Core0000008)
H - Core Switch (Core0000009)
H - T1 Router (Core0000010)
H - DNS1 Server (DMZ0001)
H - DNS2 Server (DMZ0002)
Application - Network LAN/WAN (APP0000015)
H - County Core (Core0000001)
H - Servers - DMZ (DMZ0000001)
H - Servers - Internal (Internal00001)
A - VOIP Telephone System (ShoreTel) (APP0000001)
A - DataNAS - 10.1.1.150 (APP0000019)
A - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
H - VPN Concentrator (DMZ0006)
H - Webshield Server (DMZ0007)
H - DC/DHCP/Active Directory (Internal0001)
H - IM (communicator) Serverc (Internal0003)
H - INET Server (Internal0004)
H - Software Server (Internal0010)
H - DataNAS Server - County WAN (Internal 0007)
Application - Budget Application Program (APP0000016)
Application - IMail - Services (APP0000018)
Application - DataNAS - 10.1.1.150 (APP0000019)
A - Electrical Grid (APP0000021)
A - Electrical Grid (APP0000021)
A - Electrical Grid (APP0000021)


Legend:
Process
Application
Hardware
High Criticality
Medium Criticality
Low Criticality
Application - Internet, PRIs and Special Circuits (APP0000020)
A - Electrical Grid (APP0000021)
Application - Electrical Grid (APP0000021)
A - Criminal Justice Information System (AbleTerm) (APP0000002)
H - County Core (Core0000001)
Application - Head Start Family Information System (APP0000023)
Application - DataNAS - 10.1.1.200 (APP0000024)

COUNTY OF HIDALGO, TEXAS

COUNTY AUDITOR'S OFFICE

DISASTER RECOVERY PLAN

EFFECTIVE: MARCH 1, 2007

RAYMUNDO EUFRACIO, C.P.A.
COUNTY AUDITOR

HIDALGO COUNTY AUDITOR'S OFFICE
DISASTER RECOVERY PLAN
EFFECTIVE: MARCH 1, 2007

Note: Terms defined in APPENDIX A: GLOSSARY are in **boldface type** the first time they appear in this document.

INTRODUCTION

This document contains the **disaster recovery plan** for the Hidalgo County Auditor's Office. It serves as a guide for the recovery of the Hidalgo County Auditor's Office (Auditor's Office) **mission-critical systems** in the event that a **disaster** destroys all or part of the components that comprise the mission-critical systems.

DESCRIPTION

The disaster recovery plan is composed of several sections that outline the resources and procedures to be used in the event that a disaster occurs at the Auditor's Office located at 100 E. Cano Street, Administration Building, 3rd Floor, Edinburg, Texas. There is also a section that documents the personnel that will be needed for the disaster recovery process.

PART 1: GENERAL INFORMATION ABOUT THE PLAN

Section 1.01: Objectives and Overview
Section 1.02: Mission-Critical Systems

PART 2: DISASTER RECOVERY PLANNING

Section 2.01: Disaster Preparation
Section 2.02: Recovery Facility
Section 2.03: Backup Procedures

PART 3: INITIATION OF EMERGENCY PROCEDURES

Section 3.01: Disaster Notification List
Section 3.02: Disaster Recovery Teams
Section 3.03: Damage Assessment
Section 3.04: Implementing the Disaster Recovery Plan

PART 4: MAINTAINING THE PLAN

Section 4.01: Maintaining the Plan

PART 5: INVENTORY OF SYSTEMS

Section 5.01: Servers-Hardware & Software

APPENDIX A: DEFINITIONS

APPENDIX B: INVENTORY OF SERVERS

PART 1: GENERAL INFORMATION ABOUT THE PLAN

Section 1.01: Objectives and Overview

The purpose of the disaster recovery plan is to provide an effective and documented method for responding to a disaster that may adversely affect the operability of the Auditor's Office mission-critical systems.

The objectives of the disaster recovery plan are:

- to describe the mission-critical systems (**hardware** and **software**) that will need to be restored,
- to describe the steps to be taken to restore the mission-critical systems,
- to describe the duties of each individual needed for the recovery process, and
- to list their contact information.

Section 1.02: Mission-Critical Systems

The Auditor's Office maintains the following seven **servers** which comprise the mission-critical systems of the Auditor's Office:

1. The SAGE server contains the SAGE financial software. SAGE, *Software for Administrators in Government and Education*, is a full functioning, graphical financial software, deployed in an Oracle ™ database. SAGE includes the following modules and their related data: Financial Accounting System (FAS), Budget Preparation System (BPS), Human Resources System (HRS), Check Reconciliation System (CRS), and Fixed Inventory System (FIS).

2. The TSWeb (Terminal Service Website) server is used to allow County Departments that are not on the **wide area network** (WAN) to connect to the SAGE server from a remote location by logging on to the Internet. The TSWeb server is also used to backup the SAGE server.

3. The Autostore server contains **Veritas Backup Software**, Audit Command Language (ACL) software and Autostore scanning software. The Veritas Backup Software controls the Quantum Ultrium LTO-2 Backup external drive, which is used to backup the File server.

4. The File server is used for central storage and management of the Auditor's Office data files so that other computers on the same network can access the files. The file server allows users to share information over a network without having to physically transfer files by floppy or some other external device.

5. The DHCP (Dynamic Host Configuration Protocol) server is used to assign **IP addresses** to devices (e.g., **workstations** and phones) on the Auditor's Office network.

6. The NAV (Norton Antivirus) server is used to keep the Auditor's Office servers and client computers virus free by downloading virus definition updates.

7. The Legacy server contains the Legacy financial software that was used prior to SAGE. It contains historical financial data from 1992-2001.

PART 2: DISASTER RECOVERY PLANNING

Section 2.01: Disaster Preparation

The first step in preparing for a disaster is to develop a disaster recovery plan. This document contains the disaster recovery plan for the Auditor's Office. This plan is a component of the countywide disaster recovery plan for Hidalgo County. Its effectiveness depends on the disaster recovery plans from the other offices or departments of the County.

Section 2.02: Recovery Facility

If the Auditor's Office is destroyed in a disaster, repair or rebuilding of the facility may take an extended period of time. In the interim it will be necessary to restore computer and network services at an alternate site. Alternate sites may be either cold or hot sites. A cold site is a disaster recovery facility that provides only the physical space for recovery operations while the organization using the space provides its own hardware and software systems. A hot site is a fully operational offsite data processing facility equipped with both hardware and system software to be used in the event of a disaster or for disaster recovery.

The Auditor's Office disaster recovery plan calls for a cold site in the event of a disaster. The Hidalgo County Department of Health and Human Services, located at 1304 S. 25th Ave., Edinburg, Texas, has agreed to allow the Auditor's Office to use their facilities as a cold site during the disaster recovery process. The location has adequate space to house the hardware, with some office space available for operating and technical personnel.

Section 2.03: Backup Procedures

The Auditor's Office mission-critical systems are comprised of seven servers described in Section 1.02. The following describes the **backup** procedures for these servers.

The PC Specialist backs up the SAGE server and File server on a daily basis. The backup tapes are physically transported to and stored in a lockbox at First National Bank located at 100 W. Cano, Edinburg, Texas by the System Support Specialist. The close proximity of this off-site location to the Auditor's Office allows for quick retrieval of the backup tapes in a disaster situation. The close proximity, however, may also increase the risk that the off-site location is also affected by the same disaster.

The Auditor's Office is working on a contingency plan that will place a backup server at the Hidalgo County Department of Health and Human Services. Information Design, Inc. (IDI), the SAGE software vendor, will write a script that will transfer the data from the on-site server to the backup server though the Hidalgo County **VPN**.

The SAGE server is backed up to a **DLT** tape daily at 11:55 PM using Veritas Backup Software. The backup tape contains the **DMP** files (created at 10:00 PM) and the **QTHOME** folder. The System Support Specialist transports the backup tape to the lockbox the following morning. There are approximately 20 DLT tapes that are used in rotation. When the most recent backup tape is transported to the lockbox, the oldest backup tape in storage is retrieved and placed in rotation. The backup tape for the end of the month is not retrieved but left in the lockbox. In addition to the backup tape, a complete **disk image** of the SAGE server is stored onto a **DVD** every month. The System Support Specialist transports the DVD to the lockbox once completed.

The file server is backed up to an **LTO-2 Ultrium** tape daily at 8:00 PM using VERITAS Backup Software. Only the data files are backed up to the tape. Data files are stored using **Snap Appliance**. The System Support Specialist transports the backup tape to the lockbox the following morning. There are 12 LTO-2 Ultrium tapes used in rotation: 4 daily, 4 weekly, and 4 monthly. Monday through Thursday's backup tapes are rotated daily. Friday's backup tape is rotated weekly. The end of month backup tape is rotated every 4 months. In addition to the backup tape, a complete disk image of the device is stored onto a DVD every month. The System Support Specialist transports the DVD to the lockbox once completed.

The Legacy server contains historical financial data from 1992-2001. This server is used solely to view the County's historical financial information. Since the server contains no new data, a daily backup tape is not necessary. A complete backup of the server on 4 **DDS1** tapes is stored in the lockbox.

The remaining servers do not contain data that requires daily backup. However, since they store configuration information, a disk image of each server is stored onto a DVD every quarter except for the Autostore server which is done every month. The System Support Specialist transports the DVD to the lockbox once completed.

A set of the following original software is also kept in the lockbox at First National Bank: Windows 2000, PCAnywhere, Veritas Backup Software, ACL, Autostore Scanning Software, Windos NT 4.0, Symantec Antivirus Corporate Edition 8.1.

PART 3: INITIATION OF EMERGENCY PROCEDURES

Section 3.01: Disaster Notification List

The disaster notification list contains the names and numbers of the individuals to be notified in the event that a disaster destroys all or part of the components that comprise the Auditor's Office mission-critical systems. The PC Specialist is responsible for contacting the following individuals immediately, or as soon as possible after a disaster has been confirmed.

	Name	Title	Home Phone	Cell/Work Phone
Auditor's Office	Raymundo Eufracio	County Auditor	(956) 424-7717	(956) 205-8374
Auditor's Office	Linda Fong	1st Asst County Auditor	(956) 287-9176	(956) 457-7632
Auditor's Office	Abel S. Martinez	PC Specialist	(956) 781-0857	(956) 789-1134
Auditor's Office	Alex Mortera	System Support	(956) 867-3939	(956) 867-3939
IT Department	Renan Ramirez	Chief Information Officer	(956) 380-3979	(956) 457-0792
IT Department	Cruz Quintana	Phone Support	(956) 784-2064	(956) 207-9941
IT Department	Juan De Leon	Network Support	(956) 874-5255	(956) 207-9204
Health & Human Services	Rigoberto Hinojosa	Information Officer	(956) 781-2044	(956) 207-6789
Information Design, Inc.	John Green	Programmer		(303) 792-2990 x2002
Information Design, Inc	Corey Oates	Technical Support		(303) 792-2990 x2013

Section 3.02: Disaster Recovery Teams

The disaster recovery plan provides for the following two teams that will be assigned with specific aspects of the recovery process:

1. Damage Assessment Team will evaluate the extent of the damage caused to the computer systems by the disaster and determine what steps need to be taken to recover the systems. The Team will be lead by the County Auditor and will include the following people: PC Specialist, System Support Specialist, Chief Information Officer, Phone Support, and Network Support.

2. Computer Systems Recovery Team will be responsible for the recovery of the computer systems. The Team will consist of the PC Specialist, System Support Specialist, Network Support, Programmer and Technical Support.

Section 3.03: Damage Assessment

In the event of a disaster, it is critical that a damage assessment be performed to evaluate the extent of the damage to the site and the equipment it houses.

The Damage Assessment Team will perform a preliminary damage assessment intended to establish the extent of damage to critical hardware and the facility that houses it. The primary goal is to determine where the recovery should take place (current facility or cold site) and what hardware must be ordered immediately.

Section 3.04: Implementing the Disaster Recovery Plan

The following are the procedures for recovery of the Auditor's Office mission-critical systems:

1. When a disaster occurs, the Damage Assessment Team will inspect the critical hardware and the facility that houses it to determine the extent of the damage and the resources that will be required to recover the mission critical systems.
    a. The PC Specialist and the System Support Specialist will assess and report on the condition of critical hardware. The report should identify hardware that can be repaired separately from hardware that must be replaced.
    b. Phone Support will assess and report on the condition of communication lines.
    c. Network Support will assess and report on the status of the network.

    The results of the damage assessment will be reported to the County Auditor and should include recommendations for proceeding with the disaster recovery. Based on the damage assessment, the County Auditor will determine if the recovery process will be conducted in the current facility or at the cold site. The County Auditor will also determine which hardware will need to be ordered immediately.

2. Based on direction from the County Auditor, the PC Specialist will order replacement hardware with overnight delivery. Hardware deemed to be repairable will be repaired by the PC Specialist and System Support Specialist.

3. If the recovery process will take place at the cold site, the PC Specialist and the System Support Specialist will transport all repairable equipment to the site. Otherwise, the PC Specialist and the System Support Specialist will clean and ready an area in the current facility to house the critical hardware.

4. The System Support Specialist will retrieve the backup tapes and the disk images from the lockbox.

5. The PC Specialist will recover the servers using the backup tapes and the disk images.

    a. The first server to be recovered will be the SAGE server. The PC Specialist will copy the disk image from the DVD to the server. The data from the previous day will then be restored to the server from the DLT backup tape. The System Support Specialist will call IDI to request a test of the SAGE financial software. The System Support Specialist will notify the First Assistant County Auditor when the SAGE server has been recovered. The First Assistant County Auditor will coordinate with the Accounting and Audit Divisions to determine if the financial data has been recovered successfully or whether the recovery process must be repeated.

    b. The second server to be recovered will be the TSWEB server. The PC Specialist will copy the disk image from the DVD to the server. The Chief Information Officer will be responsible for restoring Internet access to the outside departments in order for them to access the SAGE server.

    c. The third server to be recovered will be the Autostore server. The PC Specialist will copy the disk image from the DVD to the server.

    d. The fourth server to be recovered will be the File server. The PC Specialist will use the restore CD on the server. The data will then be restored to the server from the LTO-2 Ultrium tape.

    e. The fifth server to be recovered will be the DHCP server. The PC Specialist will copy the disk image from the DVD to the server.

    f. The sixth server to be recovered will be the NAV server. The PC Specialist will copy the disk image from the DVD to the server.

    g. The last server to be recovered will be the Legacy server. The data will be restored to the server from the backup tape.

PART 4: MAINTAINING THE PLAN

Section 4.01: Maintaining the Plan

To ensure that the plan will work when a disaster occurs, the plan must be maintained and updated. On a semi-annual basis, the PC Specialist will evaluate and update the plan with the approval of the First Assistant County Auditor. Updates to the plan will include changes in hardware, software, facilities, procedures, and personnel. In addition, the plan will be tested on an annual basis and any faults will be corrected.

PART 5: INVENTORY OF SYSTEMS

Section 5.01: Servers-Hardware & Software

APPENDIX B: INVENTORY OF SERVERS contains a complete list of all the servers that are used in the Auditor's Office. The list contains both hardware and software components for each server. The list will be routinely updated on a quarterly basis to keep up with the changes in hardware and software.

Approved by _____ Date 3/1/07

Raymundo Eufracio, C.P.A.
Hidalgo County Auditor

APPENDIX A: GLOSSARY

antivirus software
A computer program designed to detect and respond to malicious software, such as viruses and worms. Responses may include blocking user access to infected files, cleaning infected files or systems, or informing the user that an infected program was detected.

application
A program or group of programs designed for end users. Applications software (also called *end-user programs*) includes database programs, word processors, and spreadsheets.

backup
The term *backup* usually refers to a disk or tape that contains a copy of data.

cold site
A disaster recovery facility that provides only the physical space for recovery operations while the organization using the space provides its own hardware and software systems.

DDS1
DDS or digital data storage tape is a magnetic tape used for backing up data with a native capacity of 2 GB.

disaster
An event that makes the continuation of normal functions impossible.

disaster recovery plan
A plan for business continuity in the event of a disaster that destroys part or all of a business's resources, including IT equipment, data records and the physical space of an organization. The goal of a DRP is to resume normal computing capabilities in as little time as possible.

disk image
An exact copy of a computer's hard drive. Disk images are used to transfer a hard drive's contents during a hardware upgrade, to restore a hard drive's contents during disaster recovery or when a hard drive is erased, and to transfer the contents of a hard drive from one computer to another.

DLT
DLT or Digital Linear Tape is a form of magnetic tape and drive system used for computer data storage and archiving with a capacity of 40GB native and 80GB compressed.

DMP
A compressed form of the SAGE database used for restoring the database. It is made using a command included with Oracle database called exp (export).

hardware
Refers to objects that you can actually touch, like disks, disk drives, display screens, keyboards, printers, boards, and chips. In contrast, software is untouchable. Software exists as ideas, concepts, and symbols, but it has no substance.

hot site
A fully operational offsite data processing facility equipped with both hardware and system software to be used in the event of a disaster or for disaster recovery.

IP address
An identifier for a computer or device on a network.

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local area network (LAN)
A computer network covering a small geographic area, like a home, office, or group of buildings. The defining characteristics of LANs, in contrast to WANs (wide area networks), include their much higher data transfer rates, smaller geographic range, and lack of a need for leased telecommunication lines.

LTO-2 Ultrium
LTO or Linear Tape-Open is a magnetic tape data storage technology used for computer data storage and archiving with a capacity of 200GB native and 400GB compressed. LTO was developed as an "open" alternative to the proprietary Digital Linear Tape (DLT). The standard form-factor of LTO technology goes by the name "Ultrium".

mission-critical system
A system that is critical to the functioning of an organization and the accomplishment of its mission.

QTHOME
A folder that holds all SAGE software including any custom programs the users have.

server
A computer that delivers information and software to other computers linked by a network.

Snap Appliance
Snap Appliance ™ provides network attached storage (NAS) solutions. A large storage device used to access information quickly.

software
Computer instructions or data. Anything that can be stored electronically is software. The storage devices and display devices are hardware.

Veritas Backup Software
Is software that provides continuous data protection of data on the servers by backing up data to a tape.

VPN
VPN or Virtual Private Network is the extension of a private network that encompasses encapsulated, encrypted, and authenticated links across shared or public networks. VPN connections typically provide remote access and router-to-router connections to private networks over the Internet.

wide area network (WAN)
A computer network that covers a broad area (i.e., any network whose communications links cross metropolitan, regional, or national boundaries). Or less formally, a network that uses routers and public communications links. The largest and most well known example of a WAN is the Internet. WANs are used to connect (LANs) and other types of networks together, so that users and computers in one location can communicate with users and computers in other locations.

Workstation
Any computer connected to a local-area network.

APPENDIX B: INVENTORY OF SERVERS

Server	Hardware	Software
SAGE	Compaq Proliant ML 370R G3 (2) Intel Xeon 2.4 GHz processors 2 GB RAM (4) 36.4 GB SCSI hard drives CDROM 1.44 FDD	Windows 2000 Oracle 8i SAGE PCAnywhere
TSWEB	Compaq Proliant ML 370R G2 Intel Pentium III 1.2 GHz processor 1 GB RAM (3) 18.2 GB SCSI hard drives Quantum DLT1 tape drive CDROM 1.44 FDD	Windows 2000 Veritas Backup Software Terminal Services
Autostore	HP Proliant DL 140 Intel Xeon 2.4 GHz processor 1 GB RAM 80 GB hard drive Quantum Ultrium LTO 2 Backup external drive	Windows 2000 Veritas Backup Software ACL Software Autostore Scanning Software
File	Snap Appliance Snap Server 4100	
DHCP	Clone PC Intel P-III 450MHz 64 MB RAM 4 GB hard drive CDROM 1.44 FDD	Windows NT 4.0 DHCP Services
NAV	Dell PowerEdge 2650 Intel Xeon 2.4 GHz processor 512 MB RAM 80 GB hard drive CDROM 1.44 FDD	Windows 2000 Symantec Antivirus Corporate Edition 8.1
Legacy	HP3000 Computer System	HP MPE/iX software

Hidalgo County
Head Start Program

Disaster Recovery Plan

Last Update:
June 19, 2003

Hardware & Software description

Hidalgo County Head Start Program automated data is stored at the administration building in the Management Information System (MIS) department. All automated data is kept online on two file servers. Both servers are running Novell NetWare version 5.0. The main server stores and shares all user/department files, MIS software/data, Finance software/data, Personnel software/data, Risk Management software/data, Staff Development software/data, Transportation software/data, Procurement software/data, Education software/data, Family Literacy & Transition software/data, Mental Health software/data, Health software/data, Special Services & Nutrition software/data, Family Services software/data. All information on the server is backed up on a daily basis. An unattended full system backup is scheduled to run every evening at 11:59 p.m.

Hardware:

* The **primary server** is a Dell PowerEdge 4300 with 1 GB of memory and three 9GB drives with RIAD 5 configuration. The server holds 2 Intel Pro/1000 gigabit, fiber optic, server adapters, 1 Intel Pro 100+Ethernet adapter, 2 Hewlett Packard 100VG Ethernet adapters. This unit shares all user/department files.
* The **secondary server** is a digital Prioris HX 5133 with 512 MB of memory and two 2GB drives and two 4GB drives with RAID 0 configuration. The server holds one 3Com 10/100 Ethernet adapter, and one 10 Mbps Ethernet adapter. This unit is primarily used as a print server and contains Office Suite software that is run off the network.
* An internal DLT4000 tape backup is installed on the primary server. This unit can store up to 40 GB (compressed) of information on one DLT tape.
* An **A**merican **P**ower **C**onversion (APC) Smart-UPS (Uninterruptible Power Supply) 2200, and 1400 battery backup units supply 5 – 15 minutes of backup power to the file servers in case of an electrical power outage.
* A Hewlett Packard ProCurve Switch 4000M that contains seven 8 port, 10/100 Mbps modules and two 1 port 1000 Mbps modules. The transmitting/receiving of data between the workstations and server are handled through this unit.
* Three Hewlett Packard AdvanceStack 100VG, 15 port, 10/100 Mbps, hubs. The transmitting/receiving of data between the workstations and server and the hub and server are handled through this unit.
* Two Digital MultiStack 90T-16, 16 port, 10 Mbps, repeaters. The transmitting/receiving of data between the workstations/printers and server are handled through this unit.
* One Intel Express 8100 router is connected to the HP 4000M switch at 100 Mbps over the Local Area Network (LAN). This unit will allow any workstation which has been properly setup for access to the Internet via an ISDN line.

Software:

* Novell NetWare version 5.0 is the networking operating system installed on the servers. The storage space is separated into 5 separate volumes on the server (SYS:, Vol1:, Vol2:, Vol3:, Vol4:) and 5 separate volumes on the secondary server (SYS:, Vol1:, Vol2:, Vol3:, Vol4:). The primary server's network name is HCHSP0 and the secondary is HCHSP1.
* Veritas Backup Exec version 8.0 (Enterprise Edition) is the software used to backup the data on the servers. This software version can handle a multiple server environment.
* MIP NonProfit Series is the fund accounting software used by Hidalgo County Head Start Program. This program handles financial data, current and historical, to include general ledger, payroll, accounts payable, encumbrances, purchase orders, and fixed assets. This software is stored on VOL3: of the primary server along with most of the data pertaining to the finance department.
* Head Start Family Information System (HSFIS) is a data collection system used to track all family and child information, current and historical, to include family demographics (Family Services), child development (Education), child health (Mental Health/Special Services & Nutrition), family (Family Services), transition (Family Literacy & Transition), volunteer and inkind (Finance), staff (Personnel/Staff Development), community resources (All Departments), center, program and setup information. This software is stored on VOL4: of the primary server along with most of the data pertaining to the MIS department.
* Microsoft Office 2000 Professional (Access, Excel, Outlook, PowerPoint, Publisher, Word), Corel WordPerfect Office 2000 (WordPerfect, QuatroPro, Presentations), and Lotus 123 are the software titles that are run off the LAN. These programs are contained in the secondary server. This server handles all print queue information submitted by users on VOL1:. Lotus 123 is stored on VOL2:, Microsoft Office 2000 Professional is stored on VOL3:, and Corel WordPerfect Office 2000 is stored on VOL4: of the secondary server.
* Original copies of the software listed will be cataloged and kept in the same fireproof cabinets as the backup tapes(Planned for October 2001). Backup copies of the software will be created on CD-Rom and kept at the off-site location along with copies of their license numbers.(Planned upon receiving fireproof cabinets for off-site location.)

Backup Description:

The information that is stored by the backup software and hardware described previously is kept on DLT4000 compatible tapes. The daily backups are scheduled to run automatically and unattended at 11:59 p.m. every workday. The tapes used can store up to 70GB (compressed) of data. Each tape is labeled with the day of the week of when that backup was run and then overwritten on the same day of the following week. This gives the agency 5 days of data recovery. A monthly backup is also run on the first workday of every month. This is a new procedure that began on September 2001. The daily backup tapes are rotated every workday morning. The tapes are locked and stored in a fireproof cabinet with the drawer marked "Backup Tapes", in the MIS department. A two drawer fireproof cabinet was order on September 2001. This cabinet will be placed in the Edinburg IV center where the "Monday" and "Friday" tapes will be rotated, locked and stored off-site. The keys to the cabinet are kept by the MIS assistant (Blanca Mayorga) which are issued to an MIS clerk to initiate the daily backup procedure. A backup procedure log has been established on September of 2001. This log is updated each time a backup tape is loaded/unloaded from the server. The log is kept in the same drawer with the backup tapes. The MIS assistant will be responsible to check the log once a week for proper documentation.

Off-Site Location Description:

The off-site location chosen was Edinburg IV. This location was selected for the following reasons:

1. Location: The Edinburg IV center is located near the administration office for easier accessibility.
2. Ownership: This center is owned by Hidalgo County Head Start Program. This allows us to have access to the information at any given time.
3. Security: This center has s security alarm system.
4. Space Availability: This newly built center has the available space needed for the storage cabinet.

Disaster Recovery:

Currently, hardware used to recover information from backup tapes is only available at the administration building. This hardware that was previously listed must be in operational condition to recover any data. In the event that the equipment needed is non-operational the agency must replace those items before any restoration of data is done. Once the equipment for recovery is available backup tapes from either the administration or off-site location, depending on availability, may be used. The information restored will be recovered by priority. Priority "1" is the highest to priority "10" the lowest.

The following table illustrates priority sequences by department and hardware and software requirements. These are minimal automation requirements needed to keep the department operational. Optimal requirements that match or surpass the current implemented.

Priority	Department	Minimum Hardware Requirements	Software
1	Finance, Procurement	Server requirements: Single Intel 200 MHz processor, 128 MB RAM, 3 GB HD, Fast Ethernet compatible hardware, Novell 5.0, Windows Server 2000 operating system Workstation Requirements: Single Intel 200 MHz processor, 128 MB RAM, 600 MB HD, SVGA Monitor, Laser printer, Fast Ethernet compatible hardware, MS Windows 98 or higher	MIP software data from tape backup system MIP workstation files
2	MIS	Server requirements: Single Intel 1 GHz processor (currently running On a 600 MHz server), 256 MB RAM, *73 GB, 10,000 RPM, SCSI HD, Novell. Windows 2000 Server operating systems Workstation Requirements: Single Intel 800 MHz processor (currently running on 133-1000 MHz workstations), 128 MB RAM, *4 GB HD, SVGA Monitor, Laser Printer, MS Windows 95/98/NT/2000/ME *The average minimum hard drive space requirements for HSFIS family data storage is 10 MB per 100 families per year.	HSFIS software, data from tape backup system HSFIS Workstation files
2	Personnel	Single Intel 200 MHz processor, 64 MB RAM, 2 GB HD, SVGA Monitor, Laser Printer, MS Windows 98/2000	Microsoft Access, Word, and WordPerfect
3	All other departments if needed	Single Intel 200 MHz processor, 64 MB RAM, 2 GB HD, SVGA Monitor, Laser/Inkjet Printer, MS Windows 98/2000	Microsoft Word, Excel, Access, and WordPerfect

The following is a list of current files stored on tape:

MIS Department:

Head Start Family Information System (HSFIS) program. All family and child information, current and historical, to include family demographics (Family Services),child development (Education), child health MentalHealth/Health/Special Services & Nutrition), family development transition (Family Literacy & Transition), volunteer and inkind (Finance), staff (Personnel/Staff Development), and community resources (All Departments) information.
All system data, current and historical, to include agency, center program sessions, and setup information.

Any individual files created by the MIS department and stored on a volume of the file server.

Finance Department:

MIP NonProfit Series program (fund accounting program)
All financial data, current and historical, to includegenral ledger, payroll, accounts payable, encumbrance, purchase orders, and fixed assets.

Any individual files created by the personnel department and stores on a volume of the file server.

Personnel Department:

Staff information kept on a Microsoft Access database. Staff data tracked on the HSFIS program.

Any individual files created by the risk management department and stores on a volume of the file server.

Risk Management:

Employee COBRA information.

Any individual files created by the risk management department and stored on a volume of the file server.

Staff Development:

Staff development information tracked through the HSFIS program.

Any individual files created by the staff development department and stored on a volume of the file server.

Transportation & Maintenance:

Any individual files created by the transportation and maintenance department and stored on a volume of the file server.

List of current files stored on tape – continued:

Procurement Department:
MIP NonProfit Series program (fund accounting program)
All MIP data, current and historical, pertaining to the procurement department.

Any individual files created by the procurement department and stored on a volume of the file server.

Education Department:
Education information tracked through the HSFIS program.

Any individual files created by the education department and stored on a volume of the file server.

Family Literacy & Transition:
Family Literacy & Transition information tracked through the HSFIS program.

Any individual files created by the family literacy & transition department and stored on a volume of the file server.

Health Department:
Health information tracked through the HSFIS program.

Any individual files created by the mental health department and stored on a volume of the file server.

Mental Health Department:
Mental Health information tracked through the HSFIS program.

Any individual files created by the mental health department and stored on a volume of the file server.

Special Services & Nutrition:
Special Services & Nutrition information tracked through the HSFIS program.

Any individual files created by the special services & nutrition department and stored on a volume of the file server.

Family Services:
Family Services information tracked through the HSFIS program.

Any individual files created by the family services department and stored on a volume of the file server.

The following table illustrates a sample of the tape backup log kept in use:

Hidalgo County Head Start Program File Server Tape Backup Log				
Tape Label	Dt Loaded	Dt Unloaded	Status	Comments
Monday	01/08/2001	01/09/2001	Normal	
Tuesday	01/09/2001	01/11/2001	Normal	
Wednesday			Aborted	Agency closed, tape contains Information from 01/03/2001
Thursday	01/11/2001	01/12/2001	Normal	
Friday	01/12/2001	01/15/2001	Normal	
Monthly	02/01/2001	02/02/2001	Normal	

The following table illustrates tape backup rotation:

Wk	Tape Label	Day/Time of Backup	Tape Contents	Tape Location
1	Monday	Monday at 11:59 p.m.	Full System Backup	Bring "Monday" tape from Edinburg center drop off "Friday" tape at off-site location.
1	Tuesday	Tuesday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Monday" tape with "Tuesday" tape.
1	Wednesday	Wednesday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Tuesday" tape with "Wednesday" tape.
1	Thursday	Thursday at 11:59 p.m.	Full System Backup	MIS Department/Rotate "Wednesday" tape with "Thursday" tape.
1	Friday	Friday at 11:59 p.m.	Full System Backup	Bring "Friday" tape from Edinburg center drop off "Monday" tape at off-site location.
2		Monday at 11:59 p.m.	Full System Backup/Overwrite Monday data of Week 1	Bring "Monday" tape from Edinburg center drop off "Friday" tape at off-site location.
2		Tuesday at 11:59 p.m.	Full System Backup/Overwrite Tuesday data of Week 1	MIS Department/Rotate "Monday" tape with "Tuesday" tape.
2		Wednesday at 11:59 p.m.	Full System Backup/Overwrite Wednesday data of Week 1	MIS Department/Rotate "Tuesday" tape with "Wednesday" tape.
2		Thursday at 11:59 p.m.	Full System Backup/Overwrite Thursday day data of Week 1	MIS Department/Rotate "Wednesday" tape with "Thursday" tape.
2		Friday at 11:59 p.m.	Full System Backup/Overwrite Friday data of Week 1	Bring "Friday" tape from Edinburg center drop off "Monday" tape at off-site location
2				

Urban County Program

Disaster Recovery Plan

Diana R. Serna, UCP Director

Urban County Program
Disaster Recovery Plan
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URBAN COUNTY PROGRAM DISASTER RECOVERY PLAN

Introduction

This document is the disaster recovery plan for the Urban County Program. The information presented in this plan guides Urban County management and technical staff in the recovery of computing information and facility operations in the event that a disaster destroys all or part of the facility.

Description

The Recovery plan is composed of a number of sections that document resources and procedures to be used in the event that a disaster occurs at the Urban County Program office at 1916 Tesoro Blvd., Pharr, Texas 78577. There are also sections that document the personnel that will be needed to perform the recovery tasks and an organizational structure for the recovery process.

This plan will be available in the Urban County Library and additionally it will be distributed to each Urban County Manager. This plan will be updated on a regular basis as changes to the computing and facility operations are made. An extra copy will be kept in the Precinct #1 location.

Objectives and Overview

Over the years, dependence upon the use of computers in the day-to-day business activities of many organizations has become the norm. Urban County certainly is no exception to this trend. Today, each division of Urban County has computers with information vital to its operation. These machines are linked together by a network that provides communications with HUD servers. Vital functions of Urban County depend on the availability of this network of computers.

Consider for a moment the impact of a disaster that prevents the use of the system to process Payroll, Accounts Payable, IDIS connection, or any other vital application. It is hard to estimate the effects a disaster event might cause Urban County. One Hurricane could easily cause enough damage to disrupt these and other vital functions of Urban County. Without adequate planning and preparation to deal with such an event, Urban County's computer systems could be unavailable for many weeks, perhaps months.

The primary focus of this document is to provide a plan to respond to a disaster that destroys or severely cripples Urban County's computer systems. The intent is to restore operations as quickly as possible with the latest and most up-to-date data available.

All disaster recovery plans assume a certain amount of risk, the primary one being how much data is lost in the event of a disaster. Disaster recovery planning is much like the insurance business in many ways. There are compromises between the amount of time, effort, and money spent in the planning and preparation for a disaster and the amount of data loss you can sustain and still remain operational following a disaster. Time enters the equation, too. Many organizations simply cannot function without the computers they need to stay in business. So their recovery efforts may focus on quick recovery, or even zero down time, by duplicating and maintaining their computer systems in separate facilities.

The techniques for backup and recovery used in this plan do NOT guarantee zero data loss. The Program is willing to assume the risk of some data loss and do without computing for a period of time in a disaster situation. To put it in a more fiscal sense, the Program is saving funds in up-front disaster preparation costs, and then relying upon business interruption and recovery insurance to help restore computer operations after a disaster.

Data recovery efforts in this plan are targeted at getting the finance system up and running with the last available off-site backup tapes. Significant effort will be required after the system operation is restored to (1) restore data integrity to the point of the disaster and (2) to synchronize that data with any new data collected from the period of the disaster forward.

This plan does not attempt to cover either of these two important aspects of data recovery. Instead, individual users and divisions will need to develop their own disaster recovery plans to cope with the unavailability of the computer systems during the restoration phase of this plan and to cope with potential data loss and synchronization problems.

Primary Objectives of the Plan

This disaster recovery plan has the following primary objectives:

1. Present an orderly course of action for restoring critical computing capability to Urban County within 14 days of initiation of the plan.

2. Set criteria for making the decision to recover at Cold Site (Precinct #1) or repair the affected site.

3. Describe an organizational structure for carrying out the plan.

4. Provide information concerning personnel that will be required to carry out the plan and the computing expertise required.

5. Identify the equipment, floor plan, procedures, and other items necessary for the recovery.

Overview of the Plan

This plan uses a step-by-step approach to recovery from a disaster that destroys or heavily damages the computing resources of the Finance Division and Administrative Building at 1916 Tesoro Blvd in Pharr, Texas.

Personnel

Immediately following the disaster, a planned sequence of events will begin. Key personnel are notified and a staff recovery team will begin to implement the plan. Personnel currently employed are listed in the plan. However, the plan has been designed to be usable even if some or all of the personnel are unavailable.

In a disaster it must be remembered that some STAFF might not be available. The recovery personnel working to restore the computing systems will likely be working at great personal sacrifice, especially in the early hours and days following a disaster. The Program must be able to ensure that the recovery workers are provided with resources to meet their physical and emotional needs. This plan calls for the appointment of a person in the Administrative Support Team (DIRECTOR) whose job will be to secure these resources so they can concentrate on the task at hand.

Salvage Operations at Disaster Site

Early efforts are targeted at protecting and preserving the computer equipment. In particular, all magnetic storage media (hard drives, backup tapes/diskettes) are identified and either protected from the elements or removed to a clean, dry environment away from the disaster site.

Designate Recovery Site

A survey of the disaster scene will need to be conducted by appropriate personnel in order to estimate the amount of time required to put the facility back into working order. A decision is then made whether to use the Cold Site (Precinct #1), where computing and networking capabilities can be temporarily restored until the primary site is ready. Work begins almost immediately at repairing or rebuilding the primary site. This may take months, the details of which are beyond the scope of this plan.

Purchase of New Equipment

The recovery process relies heavily upon vendors to quickly provide replacements for the resources that cannot be salvaged. The Program will rely upon emergency procurement procedures documented in this plan and approved by the Director to quickly place orders for equipment, supplies, software, and any other needs.

Begin Reassembly at Recovery Site

Salvaged and new components are reassembled at the recovery site according to the instructions contained in this plan. Since all plans of this type are subject to the inherent changes that occur in the computer industry, it may become necessary for recovery personnel to deviate from the plan, especially if the plan has not been kept up-to-date. If vendors cannot provide a certain piece of equipment on a timely basis, it may be necessary for the recovery personnel to make last-minute substitutions. After the equipment reassembly phase is complete, the work turns to concentrate on the data recovery procedures.

Restore Data from Backups

Data recovery will rely on the use of backups stored in a location off-site from the Program's Building. Backups can take the form of disk tapes, CDROMs, and other storage media. Early data recovery efforts focus on restoring the operating system of the Finance Division. Next, each of the Program's divisions will be restored with proper backup tapes, if applicable. Individual application owners may need to be involved at this point, so department staff will be required to ensure that data is restored properly.

A backup of the Finance Computer System is performed weekly. The backup is stored at the Precinct 1 location. In the event of a disaster at the Urban County location, the latest backup will be restored using the Precinct #1 computer containing the Finance System software. Backups will also occur prior to a forecasted natural disaster (i.e. hurricane).

Restore Application Data

It is at this point that the disaster recovery plans for users and department staff must merge with the completion of the Finance Division. Since some time may have elapsed between the time that the off-site backups were made and the time of the disaster, application owners must have means for restoring each running applications database to the point of the disaster. They must also take all new data collected since that point and input it into the application database. When this process is complete, the Program's can begin normal operation. Some applications may be available only to a limited few key employees.

Move Back to Restored Permanent Facility

If the recovery process has taken place at the Cold Site (Precinct #1), physical restoration of the Program's Building will have begun. When the building is ready for occupancy, the systems assembled at the Cold Site are to be moved back to their permanent location. This plan does not attempt to address the logistics of this move, which should be vastly less complicated than the work done to do the recovery at the Cold Site.

Disaster Risks and Prevention

Fire

The threat of fire at the Building, especially in the storage area, is very real and poses the highest risk factor of all the causes of disaster mentioned here. The building is filled with electrical devices and connections that could overheat or short out and cause a fire. Not to be forgotten are the attached office spaces, which could hold hidden dangers.

Preventive Measures

The Building is equipped with smoke detectors placed in the finance vault and others scattered widely throughout the building. Hand-held fire extinguishers are required in visible locations throughout the building. Staff is trained in the use of the fire extinguishers. Detailed instructions for dealing with fire are present and escape exit signs are placed throughout the building.

Flood

The building is located on high ground. There also is adequate drainage surrounding the building. However, a storm dropping large amounts of rain in the Pharr area can create a threat for flooding. Floodwaters penetrating the Finance area, especially submerging the floor, can cause a lot of damage. Not only could there be potential disruption of power caused by the water, flood waters can bring in mud and silt that can destroy sensitive electrical connections. Of course, the presence of water in a room with high voltage electrical equipment can pose a threat of electrical shock to personnel within the Finance area.

Preventive Measures

All Finance computer equipment, data storage boxes, and network surge protectors have been elevated from the floor by at least three feet. In addition, the Finance staff has been trained on shutting down the main electrical switch to the building located in the Finance vault. Periodic inspections of the under flooring of the finance area must be conducted to detect water seepage, especially any time there is a heavy downpour.

Computer Crime

Computer crime is becoming more of a threat as systems become more complex and access is more highly distributed. With the new networking technologies, more potential for improper access is present than ever before. Computer crime usually does not affect hardware in a destructive manner. However, internet viruses or unauthorized installations can affect data systems.

Preventive Measures

The Finance server will have security software installed to protect against unauthorized entry. All computers will be protected by passwords, especially those containing highly sensitive data. All users should be required to change their passwords on a regular basis. All systems should require a log and security administrators should review any errors on these logs on a regular basis. All systems should be backed up on a periodic basis. Those backups should be stored in an area separate from the original data. Standards will be established on the number of backup cycles to retain and the length of their retention.

Disaster Recovery Team

The Disaster Recovery Team is responsible for the coordination of the entire recovery plan. The Recovery Manager has the final authority on decisions that must be made during the recovery. The Recovery Manager is responsible for appointing the other members of the Team. The team is composed of the following individuals:

Recovery Manager

This individual is the problem solver who is accustomed to dealing with pressure situations. The individual must also have authority to delegate responsibilities, as there will be many problems arising that may not have been anticipated in advance. The individual must also have signature authority to expend funds as a part of the disaster recovery process.

Facility Coordinators

These individuals need to be highly skilled in a number of areas. They must have a strong background in the setup and interfacing of the Urban County Program. They will be responsible for assessing the damage to each division and reporting to the Manager.

Network Coordinator

This individual needs to be skilled in the area of the network design and maintenance. The individual should be trained in the diagnosing and correcting network outages and in connecting and debugging new additions to an existing network. The individual will assess the amount of damage to the computing system and report to the Manager.

Administrative Coordinator

This individual needs to be skilled in communicating with staff. The individual will be responsible for making contact with all other staff (See attachment #2) not involved in the immediate recovery process. The individual should also be able to deal with employees and their families during these times.

Current Recovery Management Team Roster

Position	Primary	Alternate
Recovery Manager	Diana R Serna	Miguel Mesa
Facility Coordinators	Jaime Ortega, Tony Barco	Pete De La Cruz
Network Coordinator	Maribel Lopez	Jaime Ortega
Administrative Coordinator	Nydia Vega	Irma Garza

Activating the Disaster Recovery Plan

The Recovery Control Center is the location from which the disaster recovery process is coordinated. The Recovery Manager should designate where the Recovery Control Center is to be established. If a location in the Urban County Building is not suitable, Precinct 1 has been designated as the off-site location of the center.

The Recovery Manager sets the Plan into motion. Early steps to take are as follows.

1. The Recovery Manager should obtain an up-to-date copy of the Disaster Recovery Plan. Copies of the plan should be made and handed out at the first meeting of the Recovery Management Team.

2. The Recovery Manager is to appoint new members to the Recovery Team, if previously designated members will not be available.

3. The Recovery Manager briefly reviews the Disaster Recovery Plan with the team.

4. Any adjustments to the Disaster Recovery Plan to accommodate special circumstances are to be discussed and decided upon.

5. Each member of the team is charged with fulfilling his/her respective role in the recovery and to begin work as scheduled in the Plan.

6. The next meeting of the Recovery Management Team is scheduled. It is suggested that the team meet or communicate each day for the first week of the recovery process.

7. The Recovery Management Team members are to immediately start the process of contacting the people who will sit on their respective teams and call meetings to set in motion their part of the recovery.

8. Mobile communications will be important during the early phrases of the recovery process. This need can be satisfied through the use of cellular telephones. A list of each member's cellular telephone numbers will be provided.

Disaster Recovery – Finance Computer System

In order to facilitate recovery from a disaster, which destroys all or part of the Urban County Finance Computer System, certain preparations have been made in advance. This plan describes what has been done to lay the way for a quick and orderly restoration of the Division and the system it operates.

The following topics are presented in the plan:

- Recovery Facility
- Equipment Replacement
- Backups
- Media Storage Boxes

Recovery Facility

The Urban County Program has a number of options for alternate sites, each having a varying degree of up-front costs.

Hot Site

This is probably the most expensive option for being prepared for a disaster, and is typically most appropriate for very large organizations. A separate computer facility, possibly even located in a different city, can be built, complete with computers and other facilities ready to cut in on a moment's notice in the event the primary facility goes offline.

Disaster Recovery Company

A number of companies provide disaster recovery services on a subscription basis. For an annual fee you have the right to a variety of computer and other recovery services on extremely short notice in the event of a disaster. These services may reside at a centralized hot site or sites that the company operates, but it is necessary for you to pack up your backup tapes and physically relocate personnel to restore operations at the company's site. Some companies offer mobile services, which move the equipment to

your site in specially prepared vans. These vans usually contain all of the necessary computer and networking gear already installed, with motor generators for power, ready to go into service almost immediately.

Cold Site

A cold recovery site is an area physically separate from the primary site where space has been identified for use as the temporary home for the Finance Computer System while the primary site is being repaired.

The Urban County Program has chosen to use the cold site approach for **this** disaster recovery plan. The necessary arrangements are in place for the Finance Division to utilize space in the Precinct #1 Building as its Cold Site. The location has been outfitted with a computer system, which contains a copy of Fundware software and all other software applications used by the Finance Division. The location is currently used to house the weekly backups and has access to the internet in order to connect to HUD servers.

Equipment Replacement

This plan contains a complete inventory of hardware requirements of the Finance network system and the software that must be restored after a disaster (See attachment #1). The inevitable changes that occur in the systems over time require that the plan be periodically updated to reflect the most current system configuration. Where possible, agreements have been made with vendors (RTI Sales & Service) to supply replacements and technical assistance in an event of emergency. To avoid problems and delays in the recovery, every attempt should be made to replicate the current system configuration. However, there will likely be cases where components are not available or the delivery timeframe is unacceptably long. The Recovery Management Team will have the expertise and resources to work through these problems as they are recognized. Although some changes may be required to the procedures documented in the plan, using different models of equipment or equipment from a different vendor may be suitable to expediting the recovery process.

Backups

New hardware can be purchased. New buildings can be built. New employees can be hired. But the data that was stored on the damaged equipment cannot be bought at any price. It must be restored from a copy that was not affected by the disaster. There are a number of options available to us to help ensure that such a copy of your data survives a disaster at the primary facility.

The Urban County Program has chosen to use the off-site tape backup restoration approach. This option calls for the transportation of backup tapes made at the primary computer facility to an off-site location. Choice of the location is important. You want to ensure survivability of the backups in a disaster, but you also need quick availability of

the backups. The Finance Division makes a backup tape every Friday. The backup is then stored in a media box in Precinct #1. The backup will also be installed on the off-site computer on weekly/monthly basis.

This option has some drawbacks. First, there is period of exposure from the time that a backup is made, to the time it can be physically removed off-site. A disaster striking at the wrong time may result in the loss of all data changes that have occurred from the time of the last off-site backup. There is also the time, expense, and energy of having to transport the tapes. And there is also the risk that tapes can be physical damaged or lost while transporting them.

The Urban County Program has opted to taking periodic backups of its Finance System and restoring those backups at the Precinct #1 location. Existing tapes from Precinct #1 are relocated to the Urban County Program and stored in Media boxes. They are retained until the next set up backups are made and restored, and then released to scratch status. Then the cycle starts all over again.

The actual backup and cycling procedures may vary somewhat depending on the workweek and amount of tapes available.

Media Boxes

To ensure that an up-to-date copy of this plan is available when disaster occurs, procedures have been established to store a copy of the plan with other important recovery information at the Cold Site backup tape storage area. Two Media boxes have been purchased to hold these materials. The contents of both boxes are identical. One resides at the Precinct #1 location, the other in the Finance vault in the Urban County Building.

When changes to the contents of the boxes are necessary, the box at the Urban County Building is first updated, then it is take over to Precinct 1 and swapped with the box stored there. That box is returned to Urban County and updated and replaced in the Finance Vault. This ensures that at least one copy of the plan is available at the recovery site.

Contents of Media Boxes

1. Weekly Backup Tape
2. Copy of Disaster Plan
3. Copies of Software
4. List of Financial Bank Accounts
5. List of Contacts

The Finance Manager will update each media box on a monthly basis to ensure current information.

Anne R Jeans
Approving Official

4-19-05
Date

ATTACHMENT #1

Intuit FundWare®

IMPORTANT NOTICE: *PLEASE READ*

April 7, 2004

Dear Valued Client:

Intuit will end support of FundWare 5.x versions on July 1, 2006.

Many of you have developed a strong loyalty to our character-based versions of FundWare. We appreciate your support! In fact, some of you have told me personally that even though you've purchased 7.x, you haven't installed it, and others plan to stay on 5.8 until the very last day. Well, that day is coming, and we're giving you plenty of notice.

The good news is that extensive surveys have found a **substantial increase in satisfaction** for clients using newer versions of FundWare. So, we are excited for you to make this transition so you too can enjoy the many benefits of the newer product line.

After listening carefully to your comments, we have taken some creative steps to make your transition as smooth as possible:

- **We have allowed more than two years for you to make this transition.** Many of you have told us that you want extra time to work through your budget cycles. The support department will still help you during this interim period, and you will continue to receive W2 and 1099 updates for this year and next.

- **We have created additional options for clients that struggle with hardware upgrade costs.** We've teamed with a vendor that can provide re-furbished options when cost-effectiveness is paramount.

- **We can refer you to a leasing provider** if you prefer to spread upgrade costs, including software, hardware and services, over a longer period. Leasing provides very affordable monthly payments instead of a large one-time up-front payment.

- **We are also offering 0% financing** now through July 31, 2004. Since this is for a limited time, call today.

- **Intuit FundWare version 7.30, releasing soon, will be our best yet.** Many long-standing client issues are addressed in this latest version. Also, this is the first version of FundWare that incorporates some of Intuit's famous best practices to make our software easier to use. Attend a webcast seminar to see for yourself! (www.intuitfundware.com/clients)

- **We encourage you to move quickly.** Take advantage of the new 7.30 benefits sooner rather than later! To avoid a disruptive rush at the end of the transition period, call your client sales representative or your Authorized FundWare reseller today. We stand ready to help you make the transition as quickly, smoothly and as cost efficiently as possible.

Please contact your Authorized FundWare reseller or your Intuit client sales representative (800-551-4458) to get started on a specific transition plan for your organization.

Thanks for being our client! Many of you have worked with us for many years — we look forward to many more.

Sincerely,

Michael Potts
Vice President, Intuit Public Sector Solutions

Intuit FundWare

Hardware Requirements

Fundware Professional Edition 1-8 user environments

January 30, 2004

Revised April 12, 2004

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Supported Platforms

The Server Operating Systems supported for use with 7.30 Intuit Fundware products are Windows 2003 and Windows 2000.

The Server Operating System supported for use with 7.20 Intuit Fundware products is Windows 2000 ONLY.

Intuit Public Sector Solutions does not support the use of packaged operating systems such as Windows Small Business Server, BackOffice Server, or Project server on the application server.

Intuit Public sector Solutions does not support the application server being used as any type of domain controller. The domain controller must be a separate server within the network environment.

The current Workstation Operating Systems supported for use with Intuit Fundware products are Windows 2000 Professional and Windows XP Professional.

Any workstation operating systems supported as Terminal Server Clients may be used. (Win 95, Win 98, Win NT, etc.)
Microsoft requires additional Licensing for Terminal Services use with these workstation platforms. Microsoft now requires that all workstation platforms are licensed for Terminal Services use if you are using Windows 2003.

Standalone Environment

System Component	Minimum Requirements	Recommended Configuration
General	Windows 2000 Professional or Windows XP Professional	Windows 2000 Professional or Windows XP Professional
Processor (CPU)	Pentium III 600 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	256MB	512MB -1GB
Disk Requirements	One IDE drive with 20 GB capacity & speed of 7200 rpm	One IDE drive with 20 GB capacity & speed of 7200 rpm
Fault Tolerance	None	None
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs/ 100Mbs	10Mbs/100Mbs
Back-up Device	Required *	Required *
Server Price Range	499.00-1000.00	699.00-1500.00

* The backup device can be internal or external Tape drives, a CD Read/Writable device or another device capable of creating backup media (Zip drive, Jazz Drive, etc.) separate from the host computer.
Copying files from the FundWare locations to other locations on the local computer is not acceptable.

2-3 Fundware Users

System Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	512MB	756MB -1GB
Disk Requirements	Two IDE drives with min. 40 GB capacity 7200 rpm	Three SCSI drives with min. 18 GB capacity 10,000 rpm
Fault Tolerance	IDE RAID controller with 64 MB Cache configured with a Raid Level 1.	RAID controller with 128 MB Cache configured with a Raid Level 5.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs/ 100Mbs	10Mbs/100Mbs
Back-up Device	Required	Required
Server Price Range	1500.00-3500.00	2200.00-4200

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
General	Windows 2000 or XP Professional	Windows 2000 or XP Professional
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

3-5 Fundware Users

Server Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ GHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	512MB	756MB -1GB
Disk Requirements	Two IDE drives with min. 40 GB capacity 7200 rpm	Three SCSI drives with min. 18 GB capacity 10,000 rpm
Fault Tolerance	IDE RAID controller with 64 MB Cache configured with a Raid Level 1.	RAID controller with 128 MB Cache configured with a Raid Level 5.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 5	100 Base-T Category 5
Network Interface Card	10Mbs /100Mbs	100 Mbs/1000Mbs
Back-up Device	Required	Required
Server Price Range	1,500.00-3,500.00	2,200.00-5,500.00

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
Processor (CPU)	Pentium II 400+ MHz	Pentium III 600+ MHz
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

5-8 Fundware Users

Server Component	Minimum Requirements	Recommended Configuration
General	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.	Dedicated Windows 2003*/2000 Terminal Server for Intuit FundWare. NOTE: If more than 2 users Terminal Server is required.
Processor (CPU)	Pentium III 800 MHz	Pentium IV 2.0+ MHz
Number of Processors	Single (1 processor)	Single (1 processor)
Memory (RAM)	756MB - 1GB 1.5GB	1GB – 1.5 GB
Disk Requirements	Three SCSI drives with min. 18 GB capacity 10,000 rpm	Three or Four SCSI drives with min. 18 GB capacity 10,000+ rpm
Fault Tolerance	RAID controller with 128 MB Cache configured with a Raid Level 5	RAID controller with 128 MB Cache configured with a Raid Level 5 or RAID Level 10.
CD-ROM	Required	Required
Network Cabling	100 Base-T Category 3	100 Base-T Category 5
Network Interface Card	10Mbs /100Mbs	100 Mbs/1000Mbs
Back-up Device	Required	Required
Server Price Range	1,500.00-3,500.00	2,200.00-5,500.00

*Version 7.30 is supported on Windows 2000 and 2003 Server operating system but 7.20 is only supported on Windows 2000 Server.

Workstation Hardware Requirements

System Component	Minimum Requirements	Recommended Configuration
Processor (CPU)	Pentium II 400+ MHz	Pentium III 600+ MHz
Memory (RAM)	128 MB (Check specific Operating system requirements)	256 MB (Check specific Operating system requirements)
Disk Space	1000 MB	1000 MB
Monitor	17" SVGA. Monitors must have a resolution of at least 800 x 600	19" SVGA. Monitors must have a resolution of at least 800 x 600

ATTACHMENT #2

EMPLOYEE NAME	ADDRESS	PHONE
SERNA, DIANA R	220 LAS PALMAS DRIVE	(956) 514-1618
GARZA, IRMA	P.O. BOX 1733	(956) 381-0786
VEGA, NYDIA O.	1701 N 83RD STREET	(956) 383-4832
SANDOVAL, LINDA	BOX 1804	(956) 782-7726
DE LA CRUZ, PEDRO	301 JUANITA ST.	(956) 262-2448
GOMEZ, JOSE ESTEBAN	1209 IMA	(956) 383-7144
ORTEGA, JAIME	321 QUARTZ ST	(956) 381-1154
MORIN, NELLIE N	PO BOX 560	(956) 262-7873
BAZAN, HILDA G.	1008 SOUTH 20TH STREET	(956) 585-0669
GOMEZ, ELIZABETH	3336 MIDLAND CIRCLE	(956) 534-0594
MARTINEZ, FRANCISCO MARIO	P.O. BOX 6643	(956) 381-8025
GARZA III, LUCIANO S	1704 W. SIXTH STREET	(956) 968-5304
GARZA, OSCAR	1710 BASHAM ST.	(956) 581-1127
OZUNA, NINFA G	PO BOX 203	(956) 381-8535
GARCIA, GUADALUPE V	PO BOX 470	(956) 262-1433
BARCO, ANTONIO	P.O. BOX 2205	(956) 262-7904
LOPEZ, MAREVEL	P.O. BOX 449	(956) 380-0539
MENDOZA, MICHELLE L	922 VIA SOL	(956) 316-1618
CASIANO, HECTOR P	402 W SILVER	(956) 464-8162
MESA, MIGUEL E	308 WEST STUBBS	(956) 316-2403
BARRON, JOSE A	BOX 2311	(956) 781-3137
LUMBRERAS, JOSE LUIS	2819 E MESQUITE	(956) 929-4595
DE LA GARZA, STEVEN	P.O. BOX 976	(956) 262-7872
LEAL, MONICA	819 DENVER ST.	(956) 383-0508
LUNA, MONICA	5662 W SCHUNIOR	(956) 929-6413
GUERRA, MONICA	1414 N 4TH	(956) 655-1709

ATTACHMENT #3

Date: 07/11/05

From: Fernando Cantu Jr., Account Reports Specialists
To: Armando Barrera Jr., Hidalgo County Tax Assessor Collector

Subj: STANDARD OPERATION PROCEDURE FOR NATURAL DISASTER OR NATIONAL EMERGENCY.

The following documents are the Hidalgo County Tax Office SOP dealing with emergency and natural disaster.

The two major concerns to these instructions are to secure the data on the ATC system, and to protect the electronic property of the Tax Office. There are two check-off sheets and a set of instructions on how to fill out each.

		Page
1.	SOP instruction for natural disaster.....	1
2.	SOP instruction for national or immediate threat emergency.....	3
3.	*Check off list for natural disaster*	Appendix A
4.	*Check off list for immediate threat emergency*.....	Appendix B

SOP INSTRUCTION FOR NATURAL DISASTER

Note 1: These instructions should be carried out as time and safety of life is permitted. In case of immediate danger follow the SOP instructions for national or immediate emergency.
Note 2: All hard copies of delinquent tax rolls and complete bill listings are located inside vault near assessing department.

Step 1. Go to Appendix A of this manual. Make a copy of Appendix A.

Step 2. Fill out date, time, your name, nature of emergency and estimated time allowed for preparation.

Step 3. Create Collections Transfer Tape 8,15.

1. Entity	: all
2. Year	: all
3. Paid bills	: yes
4. P&I/Disc/Attfee	: yes
5. As of Date	: T
6. Conf Owner Info	: yes
7. EBCDIC tape	: no
8. File Type	: Flat
9. File Name	:/tsg/tax/fernando/HidalgoCollTape
10. Wait before making tape	: n/a
11. Print Totals	: yes
12. Printer for Totals	: TSG-HS

Burn Copy to DVD.
FTP copy to Columb Group, San Antonio

Step 4. Make backup. Insert blank tape at county courthouse MIS. Log into AIX ROOT prompt. Type the following at root prompt and hit return.

tar –cvf /dev/rmt0 ./usr/tsg/tax

Step 5. Securing tapes. If time and conditions allow it, remove all backup tapes from the tax office computer room and place them in the auditor's vault. If this is not feasible place them in the collections vault.

Step 6. Log out all users. Call all the different entities, banks, attorneys, and mortgage companies that log into the ATC system through modem that your intentions are to secure all computers and are requesting them to log out. Walk around the collections and assessing department and tell all users to log out. Place a message on the time clock saying, "THE TAX OFFICE COMPUTER SYSTEM WILL BE DOWN UNTIL FURTHER NOTICE."

Step 7. Secure system racks. There are two system racks located at the back of the computer room. Turn off all devices including HUBS, MODEMS, ROUTERS, MUXES, CONCENTRATORS, TRANSCEIVERS, POWER SURGE STRIPS, UPS, ETC. Secure Snap Server, place in appropriate container, and place in cashier vault. Secure all power trips and UPS to be at least one foot of the ground.

Step 8. Secure all electrical devices. Go around both collections and assessing and unplug all electrical devices from the electrical outlets in the wall and floor.

Step 9. Secure building. Place sandbags and board up windows if necessary. Turn off all lights and lock the building.

Step 10. Evacuate area. Make sure you have located the nearest shelter available to you or that you know of the designated routes in leaving the area in case of a direct hit from a Hurricane. Log out the Date and time of evacuation on check off sheet.

CHECK OFF LIST FOR NATURAL DISASTER EMERGENCY

DATE _____ TIME: _____

NAME: _____

EMERGENCY DISC: _____

ESTIMATED TIME BEFORE EVACUATION: _____

___ MAKE COLLECTIONS TAPE FOR INTERNET (18 HOURS)

___ MAKE TAR BACKUP (4 HOURS)

___ SECURE TAPES (20 MIN)

___ LOG OUT ALL USERS (20 MIN)

___ SECURE SYSTEM RACKS (30 MIN)

___ SECURE SNAP SERVER (5 MIN)

___ SECURE ALL ELECTRICAL DEVICES (1 HOUR)

___ SECURE BUILDING (10 MIN – 2 Hrs)

___ EVACUATE AREA DATE:_____ TIME:_____

APPENDIX A

CHECK OFF LIST FOR IMMEDIATE THREAT EMERGENCY

Time:_____

Emergency Description:_____

___ Secure System racks

___ Secure Backup tapes

___ Secure Snap Server

___ Secure building

___ evacuate Area

APPENDIX B

SOP INSTRUCTIONS FOR NATIONAL OR IMMEDIATE THREAT EMERGENCY

Note 1: These instructions are superseded by any policy or instructions set forth at the county judge level. Be aware of county contingency plan in evacuating building in case of bomb threat or fire emergencies.

These instructions should be carried out as time and safety of life is permitted. Depending on Duress of the impending emergency, do as many of the following steps as posible.

Step 1. Remove Appendix B from the end of this pamphlet. Fill out time and nature of emergency.

Step 2. Secure system racks. Go to the back of computer room. Power down all the devices including HUBS, MODEMS, ROUTERS, MUXES, CONCENTRATORS, TRANSCEIVERS, POWER SURGE STRIPS, UPS, ETC.

Step 3. Secure Snap Server, place in appropriate container, and place in cashier vault or walk out with it as time allows.

Step 4. Evacuate and secure building.

Step 5. In case of National emergency evacuate area through designated routes.

Hidalgo County Health Department

Disaster Recovery Plan

Part I. Introduction and Overview

Section 1.01 Statement of Purpose
Section 1.02 Scope of the Plan
Section 1.03 Procedure for Assessing the Magnitude of a Crisis
Section 1.04 Procedures for Communicating Internally
Section 1.05 Built-in Plan review Procedures and Schedule

Part II. Plan Strategies

Section 2.01 Contingency Site
Section 2.02 Backup Environments Network Equipment
Section 2.03 Applications Analysis
Section 2.04 Local and Off-site media and backup storage
Section 2.05 Telecommunication Services

Part III. Disaster Response Actions
Section 3.01 Implementation of the Plan
Section 3.02 Plan Execution
Section 3.03 End of Disaster State

Part IV. Disaster Plan Testing

Part V. Facilities Restoration

Part I. Introduction and Overview

INTRODUCTION

Crisis management is the enterprise s first response to an event that could change the way business operations are normally conducted. A well-managed approach to such an event will help significantly to ensure the employees, clients, partners, and the general public will continue to have confidence in the functionality of the Health Department.

This Disaster Recovery Plan focuses on the recoverability of the Hidalgo County Health Department's main computing facility at Hidalgo County Health Department Administration Building, 1304 S. 25th Ave., Edinburg, TX 78539.

Overview

Section 1.01 Statement of Purpose

This document describes the data center disaster recovery plan for the Hidalgo County Health Department. It details how the various organizational units intend to carry out their responsibilities in the event of a disaster. And it also describes the provisions and safeguards, which are undertaken in preparation for such a contingency.

The Plan is supported by Management and has the objective to provide for a cost effective and documented method for responding to a disaster that may disrupt the ongoing computer operations of Hidalgo County Health Department. As such, the Plan is primarily intended to serve as a predefined resource that would aid Management during and following a significant crisis that impairs and affects the computer hardware, software, networks, telecommunications, and the administrative information systems.

Definition: A disaster is "an occurrence inflicting widespread destruction and/or distress." For the purposes of this document this means that the facilities, computing resources, or major components thereof, are deemed unavailable for operations.

The following are the major purposes of this document:

(a) To plan for ongoing operations in the event of a disaster.
(b) To detail and describe the level of contingency preparations for management review.
(c) To prioritize and outline the recovery of pre-defined critical components, systems, and applications.
(d) To develop an organizational preparedness so that disruption and chaos are minimized if a disaster should occur.
(e) To anticipate vulnerabilities regarding the security and protection of the corporate data center facilities.

Section 1.02 Scope of the Plan

The scope of this plan is limited to the services and responsibilities of the Hidalgo County Health Department for Information Services and covers these major resources:

(a) computing facilities
(b) computer hardware and systems software
(c) enterprise network electronics, transport, and ISP access
(d) telecommunications equipment, software, and services
(e) databases, electronic media and files
(f) computer programs
(g) computer execution and operation's procedures
(h) documentation

The disaster recovery plan provides only for the continuation of certain essential technology services and administrative information processing activities during the period of time, which may be required for recovering from a disaster.

Section 1.03 Procedure for Assessing the Magnitude of a Crisis

The Disaster Assessment Team will confer about the presenting crisis in an effort to classify the magnitude of the crisis as defined within this plan. The Disaster Assessment Team will be comprised of the following members:

(a) The Chief Administrative Officer
(b) The Chief Financial Officer
(c) The Network Manager
(d) The System Support Specialist

Crisis Designations

The following are potential crisis classifications that the Crisis Assessment Team may designate:

Category 3 - A major disruption in service affecting a subset of users or systems deemed to be non-critical for alternate site recovery.

Category 2 - Major disruption to one or more sites.

Category 1 - A Total system(s) outage affecting all systems, and sites.

Section 1.04 Procedures for Communicating Internally

(a) **Telephone based communications** : Using telephone trees and distributed calling responsibilities, pertinent Health Department officials and staff will be notified once a disaster is declared.

(b) **Voice Mail** : Emergency announcements can be disseminated internally using overall existing voice mail announcement capabilities. This would entail delivering a recorded and stored message to all voice mail users who will receive the message upon their next use of the voice mail systems. The voice mail distribution capability falls under the auspices of Telecommunications Services and represents an efficient and economical means to deliver an official message rapidly to a broad internal audience.

(c) **Mail based communications** : If electronic mail facilities continue to be functional, list serve capabilities and available grouping characteristics can be used to target the message to one or more population segments within the enterprise.

If electronic mail capabilities are not adequately available for this requirement, third party Internet Service Provider (ISP) email facilities will be used to attempt contact with staff. It is recognized that not all individuals possess ISP accounts, but for those who do, this is a viable communication method.

Section 1.05 Built-in Plan review Procedures and Schedule

Reviewing the Plan: To assure the Plan's continued accuracy and viability, the Network Manager shall review the Disaster Recovery Plan periodically. Maintenance of the plan and overall coordination of plan activities (such as rehearsals and unit activities) will be performed by the Disaster Assessment Team

Part II. Plan Strategies

Section 2.01 Contingency Site

The Health Department will use one of the remote clinic sites as a contingency site. Equipment available at that site and any of the other clinics will be utilized as needed to restore the network functionality.

Section 2.02 Backup Environments Network Equipment

Any and all hardware and any of the viable clinic sites will be utilized to restore network functionality to the Hidalgo County Health Department.

Section 2.03 Applications Analysis

An analysis of critical application and key processing components has been performed to identify and prioritize recovery efforts. These applications are considered business critical and must be included in any recovery plan to sustain the operational/financial viability of the Health Department.

Hidalgo County Health Department

- TWICES System (client record system)

- SDI System (Medical Billing System)
- Human Resources System
- Access to Financial Accounting System
- Health Permitting System
- Nursing Certification System
- E-mail System

Section 2.04 Local and Off-site Media and Backup Storage

System backups are maintained on magnetic tape media for all critical systems for the purpose of operational and disaster recovery. Multiple versions of backups are maintained on a weekly basis (unless otherwise specified by application backup requirements). The most recent version of the backups are rotated through an offsite storage. This ensures that recovery of any system is at most a week old.

Section 2.05 - Telecommunication Services

Local Telephone Service : Southwestern Bell Telephone provides incoming and outgoing local telephone lines to the telephone system. In the event that the SBC serving wire center experiences a catastrophe, SBC has established plans which they will activate.

Long Distance Service : AT&T outgoing long distance service will be available as soon as SBC establishes outgoing dial tone.

Nortel Networks PBX System : The Phone Den is charged with the responsibility of fully restoring service to the PBX System when we have experienced a catastrophic event which has resulted in service outages or damaged equipment. The procedure calls for a complete system replacement within 24 hours.

Nortel Networks Voice Mail System: A NAM 6 voice mail system is installed at the Hidalgo County Health Department Administration Building. The Phone Den is charged with the responsibility of fully restoring service to the Voice Mail System when we have experienced a catastrophic event which has resulted in service outages or damaged equipment. The procedures calls for a complete system replacement within 24 hours.

Part III. Disaster Response Actions

The below actions can only be undertaken when a disaster classification of Category 1 exists: as defined in part I of this document. All communications shall explain and include reference to the defined nomenclature of the disaster classification.

Section 3.01 Implementation of the Plan

Once the classification of a disaster is made, and it is determined that disaster conditions exist, the disaster plan is to be implemented immediately. This step is undertaken formally once the management notifications under the Plan begin.

The end disaster conditions must also be communicated formally through such management notifications.

Section 3.02 Plan Execution

The detailed recovery plans will be implemented once the disaster has been declared.

Section 3.03 End of Disaster State

Formal notice of the end of a disaster state shall be given as per the management notifications in section B of this part. In addition, users shall be notified as per section C of this part. Depending on the characteristics and duration of the disaster, this notification may not entail a complete return to normal processing schedules. However, this notification shall signal the end of specific disaster operations.

Part IV Disaster Plan Testing

Tests of the disaster plan, or of one or more of its facets, will be conducted periodically and/or may be requested by management to insure that elements of the plan are feasible, compatible, and effective. An objective of this testing will be to minimize interference and interruption of the normal production operations. While most exercises are performed on a scheduled basis, an unannounced recovery may be conducted to validate preparedness for unanticipated outages.

Part V. Facilities Restoration

The objective of Facilities Restoration is to establish a viable/ongoing processing facility to which to return computing operations from the contingency site. This may require an extended period of time depending on the crisis event experienced and the extent to which the original data center facility is unacceptable for ongoing operations.

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors and Vendors **ATTACHMENT H**

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name			
	HARD COPY		ELECTRONIC				
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)							
Dates of Records							
Document / Record Tracking Number				OAG Item Number		Make / Model	Serial Number

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			
Sanitization Method and/or Product Used →						
Final Disposition of Media			Reused Internally		Destruction / Disposal	
			Reused Externally		Returned to Manufacturer	
			Other:			

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:		
Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:			Records Destruction Verified by:	
Signature	Date		Signature	Date

Be sure to enter name and contact Info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:

OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors **ATTACHMENT H**

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.

6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Willie.Harvey@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Willie Harvey, Information Security Officer 512-460-6764
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

AI-33666 **Tax Office 10. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Armando Barrera Jr., RTA **Submitted By:** Neida Chavana, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

"Approval of Annual Report for July 1st, 2011 through June 30th, 2012."

BACKGROUND

Attachments

County Annual Report

Form Review

Form Started By: Neida Chavana Started On: 08/24/2012

Final Approval Date: 08/24/2012

HIDALGO COUNTY
ANNUAL TAX COLLECTION REPORT

JULY 01, 2011 THRU JUNE 30, 2012

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PART 3 CURRENT/DELINQUENT COLLECTIONS REPORT
PART 4 RECAP REPORT
PART 5 REMITTANCES

ARMANDO BARRERA JR. TAX ASSR/COLL
2804 S US HWY 281
EDINBURG, TEXAS 78539

PART 1

ARMANDO BARRERA JR. TAX ASSR & COLL
HIDALGO COUNTY ANNUAL TAX COLLECTIONS REPORT
JULY 01, 2011 THRU JUNE 30, 2012

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE	
CURRENT	147,059,510.44	1,675,356.13	54,101.37	
ROLLBACK	120,162.42	8,640.84	4,177.57	
DELINQUENT	12,286,078.95	4,385,944.48	2,396,784.47	
TOTALS	159,465,751.81	6,069,941.45	2,455,063.41	
				167,990,756.67
OTHER REVENUE				
TAX CERTIFICATES		8,880.00		
MISCELLANEOUS		16,346.95		
NSF CHARGE FEES		17,779.10		
SPECIAL INVENTORY VARIANCE		110,720.27		
TOTAL OTHER REVENUE				**153,726.32**
TOTAL COLLECTED 2011-2012 YEAR HIDALGO COUNTY				**168,144,482.99**

DISBURSEMENTS		
ATTORNEY FEES	2,455,063.41	
LESS ATTORNEY FEE REFUNDS	0.00	
TOTAL DISBURSED TO ATTORNEY FEES		**2,455,063.41**
HCAD RENDITION PENALTY FEE		**12,064.99**
SPECIAL INVENTORY PAID IN ERRORS		**0.00**
RENDITION PENALTY PAID IN ERRORS		**0.00**
CURRENT YEAR REFUNDS	(162,097.27)	
PRIOR YEAR REFUNDS	(326,322.28)	
TOTAL REFUNDS NETTED FROM TAX COLLECTIONS	**0.00**	
RECAP		
TOTAL CURRENT/DELINQUENT/ROLLBACK BASE	159,465,751.81	
TOTAL PENALTY & INTEREST	6,069,941.45	
TOTAL TAX COLLECTIONS	165,535,693.26	
TOTAL ATTORNEY FEES	2,455,063.41	
TOTAL OTHER REVENUE	153,726.32	
TOTAL	168,144,482.99	
LESS REFUNDS DISBURSED THRU FISCAL YEAR	0.00	
TOTAL COLLECTED 2011/2012	**168,144,482.99**	
LESS CREDITS & ATTY FEES & HCAD REND. PENALTY FEE	2,467,128.40	
TOTAL REVENUE DISBURSED TO HIDALGO COUNTY		**165,677,354.59**
TOTAL DISBURSED 2011-2012 HIDALGO COUNTY		**168,144,482.99**
DIFF.		0.00

AFFIDAVIT

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE 2011-2012 IS CORRECT.

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

ASSESSOR- COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 23rd DAY OF JULY 2012

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2011	M & O	.522500	130,234,924.55	.00	1,483,684.39	2,038,052.40-	129,680,556.54	54,101.37	.00	.00	131,772,710.31
	I & S	.067500	16,824,585.89	.00	191,671.74	263,288.62-	16,752,969.01	.00	.00	.00	17,016,257.63
	TOTAL	.590000	147,059,510.44	.00	1,675,356.13	2,301,341.02-	146,433,525.55	54,101.37	.00	.00	148,788,967.94
2010	M & O	.510700	5,989,345.79	.00	1,281,289.39	36,829.36-	7,233,805.82	1,183,085.44	.00	.00	8,453,720.62
	I & S	.079300	930,009.25	.00	198,953.60	5,718.86-	1,123,243.99	.00	.00	.00	1,128,962.85
	TOTAL	.590000	6,919,355.04	.00	1,480,242.99	42,548.22-	8,357,049.81	1,183,085.44	.00	.00	9,582,683.47
2009	M & O	.512700	2,105,727.20	.00	740,296.34	4.64-	2,846,018.90	488,327.36	.00	.00	3,334,350.90
	I & S	.077300	317,481.22	.00	111,615.29	.70-	429,095.81	.00	.00	.00	429,096.51
	TOTAL	.590000	2,423,208.42	.00	851,911.63	5.34-	3,275,114.71	488,327.36	.00	.00	3,763,447.41
2008	M & O	.519100	1,043,626.61	.00	486,555.33	2,534,977.36-	161,004,795.42-	253,585.28	.00	.00	1,783,767.22
	I & S	.070900	142,541.24	.00	66,454.47	2,199,440.02-	21,990,444.31-	.00	.00	.00	208,995.71
	TOTAL	.590000	1,186,167.85	.00	553,009.80	4,734,417.38-	182,995,239.73-	253,585.28	.00	.00	1,992,762.93
2007	M & O	.515500	550,260.23	.00	321,019.42	9,169,886.49-	128,298,606.84-	145,202.79	.00	.00	1,016,482.44
	I & S	.074500	79,523.44	.00	46,393.82	8,667,615.87-	18,541,698.61-	.00	.00	.00	125,917.26
	TOTAL	.590000	629,783.67	.00	367,413.24	7,837,502.36-	146,840,305.45-	145,202.79	.00	.00	1,142,399.70
2006	M & O	.520000	304,849.00	.00	213,552.19	3,577,026.12-	73,058,624.93-	85,329.67	.00	.00	603,730.86
	I & S	.070000	41,037.00	.00	28,747.10	9,904,599.67-	9,834,815.57-	.00	.00	.00	69,784.10
	TOTAL	.590000	345,886.00	.00	242,299.29	3,481,625.79-	82,893,440.50-	85,329.67	.00	.00	673,514.96
2005	M & O	.527100	194,306.75	.00	157,960.64	8,228,293.46-	57,876,026.07-	56,757.58	.00	.00	409,024.97
	I & S	.062900	23,187.37	.00	18,849.48	6,948,509.76-	6,906,472.91-	.00	.00	.00	42,036.85
	TOTAL	.590000	217,494.12	.00	176,810.12	5,176,803.22-	64,782,498.98-	56,757.58	.00	.00	451,061.82
2004	M & O	.525800	136,241.15	.00	126,301.19	.00	262,542.34	42,389.69	.00	.00	304,932.03
	I & S	.064200	16,634.92	.00	15,421.47	.00	32,056.39	.00	.00	.00	32,056.39
	TOTAL	.590000	152,876.07	.00	141,722.66	.00	294,598.73	42,389.69	.00	.00	336,988.42
2003	M & O	.526800	96,428.04	.00	100,426.74	.00	196,854.78	31,731.69	.00	.00	228,586.47
	I & S	.063200	11,568.34	.00	12,048.02	.00	23,616.36	.00	.00	.00	23,616.36
	TOTAL	.590000	107,996.38	.00	112,474.76	.00	220,471.14	31,731.69	.00	.00	252,202.83
2002	M & O	.521500	64,613.87	.00	74,814.15	.00	139,428.02	22,839.18	.00	.00	162,267.20
	I & S	.068500	8,487.13	.00	9,826.80	.00	18,313.93	.00	.00	.00	18,313.93
	TOTAL	.590000	73,101.00	.00	84,640.95	.00	157,741.95	22,839.18	.00	.00	180,581.13
2001	M & O	.459300	46,454.76	.00	59,885.85	.00	106,340.61	17,587.47	.00	.00	123,928.08
	I & S	.060200	6,088.74	.00	7,849.00	.00	13,937.74	.00	.00	.00	13,937.74
	TOTAL	.519500	52,543.50	.00	67,734.85	.00	120,278.35	17,587.47	.00	.00	137,865.82
2000	M & O	.445400	37,668.11	.00	52,839.33	.00	90,507.44	14,876.97	.00	.00	105,384.41
	I & S	.055300	4,676.75	.00	6,560.41	.00	11,237.16	.00	.00	.00	11,237.16
	TOTAL	.500700	42,344.86	.00	59,399.74	.00	101,744.60	14,876.97	.00	.00	116,621.57

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.394300	25,214.40	.00	37,995.15	.00	63,209.55	10,432.62	.00	.00	73,642.17
	I & S	.052400	3,350.76	.00	5,049.48	.00	8,400.24	.00	.00	.00	8,400.24
	TOTAL	.446700	28,565.16	.00	43,044.63	.00	71,609.79	10,432.62	.00	.00	82,042.41
1998	M & O	.429400	20,700.34	.00	33,515.64	.00	54,215.98	8,219.55	.00	.00	62,435.53
	I & S	.017300	834.05	.00	1,350.36	.00	2,184.41	.00	.00	.00	2,184.41
	TOTAL	.446700	21,534.39	.00	34,866.00	.00	56,400.39	8,219.55	.00	.00	64,619.94
1997	M & O	.459500	20,343.32	.00	35,235.55	.00	55,578.87	8,394.69	.00	.00	63,973.56
	I & S	.015200	672.91	.00	1,165.58	.00	1,838.49	.00	.00	.00	1,838.49
	TOTAL	.474700	21,016.23	.00	36,401.13	.00	57,417.36	8,394.69	.00	.00	65,812.05
1996	M & O	.448600	18,082.95	.00	33,542.50	.00	51,625.45	7,822.93	.00	.00	59,448.38
	I & S	.016800	677.21	.00	1,256.19	.00	1,933.40	.00	.00	.00	1,933.40
	TOTAL	.465400	18,760.16	.00	34,798.69	.00	53,558.85	7,822.93	.00	.00	61,381.78
1995	M & O	.427600	11,397.77	.00	22,025.90	.00	33,423.67	5,024.86	.00	.00	38,448.53
	I & S	.018400	490.35	.00	947.79	.00	1,438.14	.00	.00	.00	1,438.14
	TOTAL	.446000	11,888.12	.00	22,973.69	.00	34,861.81	5,024.86	.00	.00	39,886.67
1994	M & O	.399300	8,973.63	.00	18,184.87	.00	27,158.50	3,981.87	.00	.00	31,140.37
	I & S	.014700	330.42	.00	669.34	.00	999.76	.00	.00	.00	999.76
	TOTAL	.414000	9,304.05	.00	18,854.21	.00	28,158.26	3,981.87	.00	.00	32,140.13
1993	M & O	.395600	6,565.87	.00	14,134.72	.00	20,700.59	2,996.89	.00	.00	23,697.48
	I & S	.011500	190.88	.00	410.88	.00	601.76	.00	.00	.00	601.76
	TOTAL	.407100	6,756.75	.00	14,545.60	.00	21,302.35	2,996.89	.00	.00	24,299.24
1992	M & O	.382800	4,773.62	.00	10,708.32	.00	15,481.94	2,227.56	.00	.00	17,709.50
	I & S	.016100	200.77	.00	450.38	.00	651.15	.00	.00	.00	651.15
	TOTAL	.398900	4,974.39	.00	11,158.70	.00	16,133.09	2,227.56	.00	.00	18,360.65
1991	M & O	.362600	3,844.49	.00	9,012.99	.00	12,857.48	1,847.75	.00	.00	14,705.23
	I & S	.015100	160.09	.00	375.34	.00	535.43	.00	.00	.00	535.43
	TOTAL	.377700	4,004.58	.00	9,388.33	.00	13,392.91	1,847.75	.00	.00	15,240.66
1990	M & O	.360900	2,278.98	.00	5,454.08	.00	7,733.06	1,089.02	.00	.00	8,822.08
	I & S	.010400	65.70	.00	157.17	.00	222.87	.00	.00	.00	222.87
	TOTAL	.371300	2,344.68	.00	5,611.25	.00	7,955.93	1,089.02	.00	.00	9,044.95
1989	M & O	.369000	1,702.04	.00	4,299.54	.00	6,001.58	809.58	.00	.00	6,811.16
	I & S	.002500	11.56	.00	29.11	.00	40.67	.00	.00	.00	40.67
	TOTAL	.371500	1,713.60	.00	4,328.65	.00	6,042.25	809.58	.00	.00	6,851.83
1988	M & O	.358000	1,241.69	.00	3,288.51	.00	4,530.20	596.86	.00	.00	5,127.06
	I & S	.003500	12.17	.00	32.15	.00	44.32	.00	.00	.00	44.32
	TOTAL	.361500	1,253.86	.00	3,320.66	.00	4,574.52	596.86	.00	.00	5,171.38

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.277800	1,049.81	.00	2,877.35	.00	3,927.16	514.25	.00	.00	4,441.41
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.277800	1,049.81	.00	2,877.35	.00	3,927.16	514.25	.00	.00	4,441.41
1986	M & O	.268300	1,164.01	.00	3,277.50	.00	4,441.51	575.21	.00	.00	5,016.72
	I & S	.001000	4.33	.00	12.22	.00	16.55	.00	.00	.00	16.55
	TOTAL	.269300	1,168.34	.00	3,289.72	.00	4,458.06	575.21	.00	.00	5,033.27
1985	M & O	.232000	355.23	.00	935.57	.00	1,290.80	172.66	.00	.00	1,463.46
	I & S	.003000	4.59	.00	12.11	.00	16.70	.00	.00	.00	16.70
	TOTAL	.235000	359.82	.00	947.68	.00	1,307.50	172.66	.00	.00	1,480.16
1984	M & O	.334000	280.97	.00	819.93	.00	1,100.90	161.30	.00	.00	1,262.20
	I & S	.003000	2.52	.00	7.39	.00	9.91	.00	.00	.00	9.91
	TOTAL	.337000	283.49	.00	827.32	.00	1,110.81	161.30	.00	.00	1,272.11
1983	M & O	.348000	339.71	.00	1,035.96	.00	1,375.67	203.75	.00	.00	1,579.42
	I & S	.005000	4.90	.00	14.88	.00	19.78	.00	.00	.00	19.78
	TOTAL	.353000	344.61	.00	1,050.84	.00	1,395.45	203.75	.00	.00	1,599.20
ALL	M & O		140,932,754.89	.00	5,334,969.04	5,585,069.83-	279,317,345.90-	2,450,885.84	.00	.00	148,718,609.77
ALL	I & S		18,412,834.50	.00	726,331.57	7,989,173.50-	38,850,007.43-	.00	.00	.00	19,139,166.07
ALL	TOTAL		159,345,589.39	.00	6,061,300.61	3,574,243.33-	318,167,353.33-	2,450,885.84	.00	.00	167,857,775.84
DLQ	M & O		10,697,830.34	.00	3,851,284.65	3,547,017.43-	408,997,902.44-	2,396,784.47	.00	.00	16,945,899.46
DLQ	I & S		1,588,248.61	.00	534,659.83	7,725,884.88-	55,602,976.44-	.00	.00	.00	2,122,908.44
DLQ	TOTAL		12,286,078.95	.00	4,385,944.48	1,272,902.31-	464,600,878.88-	2,396,784.47	.00	.00	19,068,807.90
CURR	M & O		130,234,924.55	.00	1,483,684.39	2,038,052.40-	129,680,556.54	54,101.37	.00	.00	131,772,710.31
CURR	I & S		16,824,585.89	.00	191,671.74	263,288.62-	16,752,969.01	.00	.00	.00	17,016,257.63
CURR	TOTAL		147,059,510.44	.00	1,675,356.13	2,301,341.02-	146,433,525.55	54,101.37	.00	.00	148,788,967.94

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2010	M & O	.510700	8,900.54	.00	130.99	.00	9,031.53	97.22	.00	.00	9,128.75
	I & S	.079300	1,382.04	.00	20.34	.00	1,402.38	.00	.00	.00	1,402.38
	TOTAL	.590000	10,282.58	.00	151.33	.00	10,433.91	97.22	.00	.00	10,531.13
2009	M & O	.512700	15,004.77	.00	457.96	.00	15,462.73	372.74	.00	.00	15,835.47
	I & S	.077300	2,262.29	.00	69.05	.00	2,331.34	.00	.00	.00	2,331.34
	TOTAL	.590000	17,267.06	.00	527.01	.00	17,794.07	372.74	.00	.00	18,166.81
2008	M & O	.519100	9,760.14	.00	197.08	.00	9,957.22	174.60	.00	.00	10,131.82
	I & S	.070900	1,333.06	.00	26.91	.00	1,359.97	.00	.00	.00	1,359.97
	TOTAL	.590000	11,093.20	.00	223.99	.00	11,317.19	174.60	.00	.00	11,491.79
2007	M & O	.515500	48,954.63	.00	566.74	.00	49,521.37	389.98	.00	.00	49,911.35
	I & S	.074500	7,074.90	.00	81.89	.00	7,156.79	.00	.00	.00	7,156.79
	TOTAL	.590000	56,029.53	.00	648.63	.00	56,678.16	389.98	.00	.00	57,068.14
2006	M & O	.520000	12,698.94	.00	870.45	.00	13,569.39	540.98	.00	.00	14,110.37
	I & S	.070000	1,709.44	.00	117.20	.00	1,826.64	.00	.00	.00	1,826.64
	TOTAL	.590000	14,408.38	.00	987.65	.00	15,396.03	540.98	.00	.00	15,937.01
2005	M & O	.527100	2,091.31	.00	742.14	.00	2,833.45	500.20	.00	.00	3,333.65
	I & S	.062900	249.57	.00	88.56	.00	338.13	.00	.00	.00	338.13
	TOTAL	.590000	2,340.88	.00	830.70	.00	3,171.58	500.20	.00	.00	3,671.78
2004	M & O	.525800	3,099.95	.00	1,639.20	.00	4,739.15	797.67	.00	.00	5,536.82
	I & S	.064200	378.51	.00	200.14	.00	578.65	.00	.00	.00	578.65
	TOTAL	.590000	3,478.46	.00	1,839.34	.00	5,317.80	797.67	.00	.00	6,115.47
2003	M & O	.526800	3,831.27	.00	2,535.45	.00	6,366.72	1,069.58	.00	.00	7,436.30
	I & S	.063200	459.63	.00	304.17	.00	763.80	.00	.00	.00	763.80
	TOTAL	.590000	4,290.90	.00	2,839.62	.00	7,130.52	1,069.58	.00	.00	8,200.10
2002	M & O	.521500	858.65	.00	523.77	.00	1,382.42	234.60	.00	.00	1,617.02
	I & S	.068500	112.78	.00	68.80	.00	181.58	.00	.00	.00	181.58
	TOTAL	.590000	971.43	.00	592.57	.00	1,564.00	234.60	.00	.00	1,798.60
ALL	M & O		105,200.20	.00	7,663.78	.00	112,863.98	4,177.57	.00	.00	117,041.55
ALL	I & S		14,962.22	.00	977.06	.00	15,939.28	.00	.00	.00	15,939.28
ALL	TOTAL		120,162.42	.00	8,640.84	.00	128,803.26	4,177.57	.00	.00	132,980.83
DLQ	M & O		105,200.20	.00	7,663.78	.00	112,863.98	4,177.57	.00	.00	117,041.55
DLQ	I & S		14,962.22	.00	977.06	.00	15,939.28	.00	.00	.00	15,939.28
DLQ	TOTAL		120,162.42	.00	8,640.84	.00	128,803.26	4,177.57	.00	.00	132,980.83

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2011	M & O	.522500	130,234,924.55	.00	1,483,684.39	2,038,052.40-	129,680,556.54	54,101.37	.00	.00	131,772,710.31
	I & S	.067500	16,824,585.89	.00	191,671.74	263,288.62-	16,752,969.01	.00	.00	.00	17,016,257.63
	TOTAL	.590000	147,059,510.44	.00	1,675,356.13	2,301,341.02-	146,433,525.55	54,101.37	.00	.00	148,788,967.94
2010	M & O	.510700	5,998,246.33	.00	1,281,420.38	36,829.36-	7,242,837.35	1,183,182.66	.00	.00	8,462,849.37
	I & S	.079300	931,391.29	.00	198,973.94	5,718.86-	1,124,646.37	.00	.00	.00	1,130,365.23
	TOTAL	.590000	6,929,637.62	.00	1,480,394.32	42,548.22-	8,367,483.72	1,183,182.66	.00	.00	9,593,214.60
2009	M & O	.512700	2,120,731.97	.00	740,754.30	4.64-	2,861,481.63	488,700.10	.00	.00	3,350,186.37
	I & S	.077300	319,743.51	.00	111,684.34	.70-	431,427.15	.00	.00	.00	431,427.85
	TOTAL	.590000	2,440,475.48	.00	852,438.64	5.34-	3,292,908.78	488,700.10	.00	.00	3,781,614.22
2008	M & O	.519100	1,053,386.75	.00	486,752.41	2,534,977.36-	160,994,838.20-	253,759.88	.00	.00	1,793,899.04
	I & S	.070900	143,874.30	.00	66,481.38	2,199,440.02-	21,989,084.34-	.00	.00	.00	210,355.68
	TOTAL	.590000	1,197,261.05	.00	553,233.79	4,734,417.38-	182,983,922.54-	253,759.88	.00	.00	2,004,254.72
2007	M & O	.515500	599,214.86	.00	321,586.16	9,169,886.49-	128,249,085.47-	145,592.77	.00	.00	1,066,393.79
	I & S	.074500	86,598.34	.00	46,475.71	8,667,615.87-	18,534,541.82-	.00	.00	.00	133,074.05
	TOTAL	.590000	685,813.20	.00	368,061.87	7,837,502.36-	146,783,627.29-	145,592.77	.00	.00	1,199,467.84
2006	M & O	.520000	317,547.94	.00	214,422.64	3,577,026.12-	73,045,055.54-	85,870.65	.00	.00	617,841.23
	I & S	.070000	42,746.44	.00	28,864.30	9,904,599.67-	9,832,988.93-	.00	.00	.00	71,610.74
	TOTAL	.590000	360,294.38	.00	243,286.94	3,481,625.79-	82,878,044.47-	85,870.65	.00	.00	689,451.97
2005	M & O	.527100	196,398.06	.00	158,702.78	8,228,293.46-	57,873,192.62-	57,257.78	.00	.00	412,358.62
	I & S	.062900	23,436.94	.00	18,938.04	6,948,509.76-	6,906,134.78-	.00	.00	.00	42,374.98
	TOTAL	.590000	219,835.00	.00	177,640.82	5,176,803.22-	64,779,327.40-	57,257.78	.00	.00	454,733.60
2004	M & O	.525800	139,341.10	.00	127,940.39	.00	267,281.49	43,187.36	.00	.00	310,468.85
	I & S	.064200	17,013.43	.00	15,621.61	.00	32,635.04	.00	.00	.00	32,635.04
	TOTAL	.590000	156,354.53	.00	143,562.00	.00	299,916.53	43,187.36	.00	.00	343,103.89
2003	M & O	.526800	100,259.31	.00	102,962.19	.00	203,221.50	32,801.27	.00	.00	236,022.77
	I & S	.063200	12,027.97	.00	12,352.19	.00	24,380.16	.00	.00	.00	24,380.16
	TOTAL	.590000	112,287.28	.00	115,314.38	.00	227,601.66	32,801.27	.00	.00	260,402.93
2002	M & O	.521500	65,472.52	.00	75,337.92	.00	140,810.44	23,073.78	.00	.00	163,884.22
	I & S	.068500	8,599.91	.00	9,895.60	.00	18,495.51	.00	.00	.00	18,495.51
	TOTAL	.590000	74,072.43	.00	85,233.52	.00	159,305.95	23,073.78	.00	.00	182,379.73
2001	M & O	.459300	46,454.76	.00	59,885.85	.00	106,340.61	17,587.47	.00	.00	123,928.08
	I & S	.060200	6,088.74	.00	7,849.00	.00	13,937.74	.00	.00	.00	13,937.74
	TOTAL	.519500	52,543.50	.00	67,734.85	.00	120,278.35	17,587.47	.00	.00	137,865.82
2000	M & O	.445400	37,668.11	.00	52,839.33	.00	90,507.44	14,876.97	.00	.00	105,384.41
	I & S	.055300	4,676.75	.00	6,560.41	.00	11,237.16	.00	.00	.00	11,237.16
	TOTAL	.500700	42,344.86	.00	59,399.74	.00	101,744.60	14,876.97	.00	.00	116,621.57

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.394300	25,214.40	.00	37,995.15	.00	63,209.55	10,432.62	.00	.00	73,642.17
	I & S	.052400	3,350.76	.00	5,049.48	.00	8,400.24	.00	.00	.00	8,400.24
	TOTAL	.446700	28,565.16	.00	43,044.63	.00	71,609.79	10,432.62	.00	.00	82,042.41
1998	M & O	.429400	20,700.34	.00	33,515.64	.00	54,215.98	8,219.55	.00	.00	62,435.53
	I & S	.017300	834.05	.00	1,350.36	.00	2,184.41	.00	.00	.00	2,184.41
	TOTAL	.446700	21,534.39	.00	34,866.00	.00	56,400.39	8,219.55	.00	.00	64,619.94
1997	M & O	.459500	20,343.32	.00	35,235.55	.00	55,578.87	8,394.69	.00	.00	63,973.56
	I & S	.015200	672.91	.00	1,165.58	.00	1,838.49	.00	.00	.00	1,838.49
	TOTAL	.474700	21,016.23	.00	36,401.13	.00	57,417.36	8,394.69	.00	.00	65,812.05
1996	M & O	.448600	18,082.95	.00	33,542.50	.00	51,625.45	7,822.93	.00	.00	59,448.38
	I & S	.016800	677.21	.00	1,256.19	.00	1,933.40	.00	.00	.00	1,933.40
	TOTAL	.465400	18,760.16	.00	34,798.69	.00	53,558.85	7,822.93	.00	.00	61,381.78
1995	M & O	.427600	11,397.77	.00	22,025.90	.00	33,423.67	5,024.86	.00	.00	38,448.53
	I & S	.018400	490.35	.00	947.79	.00	1,438.14	.00	.00	.00	1,438.14
	TOTAL	.446000	11,888.12	.00	22,973.69	.00	34,861.81	5,024.86	.00	.00	39,886.67
1994	M & O	.399300	8,973.63	.00	18,184.87	.00	27,158.50	3,981.87	.00	.00	31,140.37
	I & S	.014700	330.42	.00	669.34	.00	999.76	.00	.00	.00	999.76
	TOTAL	.414000	9,304.05	.00	18,854.21	.00	28,158.26	3,981.87	.00	.00	32,140.13
1993	M & O	.395600	6,565.87	.00	14,134.72	.00	20,700.59	2,996.89	.00	.00	23,697.48
	I & S	.011500	190.88	.00	410.88	.00	601.76	.00	.00	.00	601.76
	TOTAL	.407100	6,756.75	.00	14,545.60	.00	21,302.35	2,996.89	.00	.00	24,299.24
1992	M & O	.382800	4,773.62	.00	10,708.32	.00	15,481.94	2,227.56	.00	.00	17,709.50
	I & S	.016100	200.77	.00	450.38	.00	651.15	.00	.00	.00	651.15
	TOTAL	.398900	4,974.39	.00	11,158.70	.00	16,133.09	2,227.56	.00	.00	18,360.65
1991	M & O	.362600	3,844.49	.00	9,012.99	.00	12,857.48	1,847.75	.00	.00	14,705.23
	I & S	.015100	160.09	.00	375.34	.00	535.43	.00	.00	.00	535.43
	TOTAL	.377700	4,004.58	.00	9,388.33	.00	13,392.91	1,847.75	.00	.00	15,240.66
1990	M & O	.360900	2,278.98	.00	5,454.08	.00	7,733.06	1,089.02	.00	.00	8,822.08
	I & S	.010400	65.70	.00	157.17	.00	222.87	.00	.00	.00	222.87
	TOTAL	.371300	2,344.68	.00	5,611.25	.00	7,955.93	1,089.02	.00	.00	9,044.95
1989	M & O	.369000	1,702.04	.00	4,299.54	.00	6,001.58	809.58	.00	.00	6,811.16
	I & S	.002500	11.56	.00	29.11	.00	40.67	.00	.00	.00	40.67
	TOTAL	.371500	1,713.60	.00	4,328.65	.00	6,042.25	809.58	.00	.00	6,851.83
1988	M & O	.358000	1,241.69	.00	3,288.51	.00	4,530.20	596.86	.00	.00	5,127.06
	I & S	.003500	12.17	.00	32.15	.00	44.32	.00	.00	.00	44.32
	TOTAL	.361500	1,253.86	.00	3,320.66	.00	4,574.52	596.86	.00	.00	5,171.38

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.277800	1,049.81	.00	2,877.35	.00	3,927.16	514.25	.00	.00	4,441.41
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.277800	1,049.81	.00	2,877.35	.00	3,927.16	514.25	.00	.00	4,441.41
1986	M & O	.268300	1,164.01	.00	3,277.50	.00	4,441.51	575.21	.00	.00	5,016.72
	I & S	.001000	4.33	.00	12.22	.00	16.55	.00	.00	.00	16.55
	TOTAL	.269300	1,168.34	.00	3,289.72	.00	4,458.06	575.21	.00	.00	5,033.27
1985	M & O	.232000	355.23	.00	935.57	.00	1,290.80	172.66	.00	.00	1,463.46
	I & S	.003000	4.59	.00	12.11	.00	16.70	.00	.00	.00	16.70
	TOTAL	.235000	359.82	.00	947.68	.00	1,307.50	172.66	.00	.00	1,480.16
1984	M & O	.334000	280.97	.00	819.93	.00	1,100.90	161.30	.00	.00	1,262.20
	I & S	.003000	2.52	.00	7.39	.00	9.91	.00	.00	.00	9.91
	TOTAL	.337000	283.49	.00	827.32	.00	1,110.81	161.30	.00	.00	1,272.11
1983	M & O	.348000	339.71	.00	1,035.96	.00	1,375.67	203.75	.00	.00	1,579.42
	I & S	.005000	4.90	.00	14.88	.00	19.78	.00	.00	.00	19.78
	TOTAL	.353000	344.61	.00	1,050.84	.00	1,395.45	203.75	.00	.00	1,599.20
ALL	M & O		141,037,955.09	.00	5,342,632.82	5,585,069.83-	279,204,481.92-	2,455,063.41	.00	.00	148,835,651.32
ALL	I & S		18,427,796.72	.00	727,308.63	7,989,173.50-	38,834,068.15-	.00	.00	.00	19,155,105.35
ALL	TOTAL		159,465,751.81	.00	6,069,941.45	3,574,243.33-	318,038,550.07-	2,455,063.41	.00	.00	167,990,756.67
DLQ	M & O		10,803,030.54	.00	3,858,948.43	3,547,017.43-	408,885,038.46-	2,400,962.04	.00	.00	17,062,941.01
DLQ	I & S		1,603,210.83	.00	535,636.89	7,725,884.88-	55,587,037.16-	.00	.00	.00	2,138,847.72
DLQ	TOTAL		12,406,241.37	.00	4,394,585.32	1,272,902.31-	464,472,075.62-	2,400,962.04	.00	.00	19,201,788.73
CURR	M & O		130,234,924.55	.00	1,483,684.39	2,038,052.40-	129,680,556.54	54,101.37	.00	.00	131,772,710.31
CURR	I & S		16,824,585.89	.00	191,671.74	263,288.62-	16,752,969.01	.00	.00	.00	17,016,257.63
CURR	TOTAL		147,059,510.44	.00	1,675,356.13	2,301,341.02-	146,433,525.55	54,101.37	.00	.00	148,788,967.94

ARMANDO BARRERA JR. TAX ASSR & COLL
HIDALGO COUNTY ENTITIES ANNUAL TAX COLLECTIONS REPORT
JULY 01, 2011 THRU JUNE 30, 2012

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE	
	ROAD #02			
DELINQUENT	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	
				0.00
	ROAD #05			
ROLLBACK	0.00	0.00	0.00	
DELINQUENT	954.06	1,960.29	421.77	
TOTALS	954.06	1,960.29	421.77	
				3,336.12
	ROAD #07			
DELINQUENT	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	
				0.00
	ROAD #11			
DELINQUENT	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	
				0.00
	ROAD #12			
DELINQUENT	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	
				0.00
	ROAD #15			
DELINQUENT	134.79	404.31	80.64	
TOTALS	134.79	404.31	80.64	
				619.74
	STATE			
ROLLBACK	0.00	0.00	0.00	
DELINQUENT	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	
				0.00
DELINQUENT	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	
				0.00

OTHER REVENUE		
SPECIAL INVENTORY VARIANCE	0.00	
TOTAL OTHER REVENUE	0.00	**0.00**

TOTAL COLLECTED 2011-2012 FISCAL YEAR HIDALGO COUNTY ENTITIES	**3,955.86**

DISBURSEMENTS

ATTORNEY FEES	502.41	
LESS ATTORNEY FEES REFUNDS	0.00	
TOTAL ATTORNEY FEES	**502.41**	
PRIOR YEAR CREDITS	0.00	
PRIOR YEAR REFUNDS	0.00	
TOTAL REFUNDS & ATTORNEY FEES		**502.41**

RECAP

TOTAL CURRENT/DELINQUENT/ROLLBACK BASE	1,088.85	
TOTAL PENALTY & INTEREST	2,364.60	
TOTAL TAX COLLECTIONS	3,453.45	
TOTAL ATTORNEY FEES	502.41	
TOTAL OTHER REVENUE	0.00	
TOTAL COLLECTED 2011/2012	3,955.86	
LESS CREDITS & ATTORNEY FEES	502.41	
LESS REFUNDS DISBURSED THRU FISCAL YEAR	0.00	
TOTAL REVENUE DISBURSED TO COUNTY ENTITIES		**3,453.45**
TOTAL DISBURSED 2011/2012 FISCAL YEAR HIDALGO COUNTY ENTITIES		**3,955.86**
DIFF.		0.00

AFFIDAVIT

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY ENTITIES, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE FISCAL YEAR 2011-2012 IS CORRECT.

ASSESSOR- COLLECTOR OF TAXES FOR HIDALGO COUNTY ENTITIES

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 23rd DAY OF JULY 2012.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
MELINDA MENDOZA
Notary Public, State of Texas
My Commission Expires
08-17-2014

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.000000	.00	.00	.00	.00	.00	40.20	.00	.00	40.20
	I & S	.010900	106.70	.00	164.89	.00	271.59	.00	.00	.00	271.59
	TOTAL	.010900	106.70	.00	164.89	.00	271.59	40.20	.00	.00	311.79
1998	M & O	.000000	.00	.00	.00	.00	.00	50.96	.00	.00	50.96
	I & S	.019500	130.31	.00	215.50	.00	345.81	.00	.00	.00	345.81
	TOTAL	.019500	130.31	.00	215.50	.00	345.81	50.96	.00	.00	396.77
1997	M & O	.000000	.00	.00	.00	.00	.00	54.06	.00	.00	54.06
	I & S	.023000	132.29	.00	234.81	.00	367.10	.00	.00	.00	367.10
	TOTAL	.023000	132.29	.00	234.81	.00	367.10	54.06	.00	.00	421.16
1996	M & O	.000000	.00	.00	.00	.00	.00	57.49	.00	.00	57.49
	I & S	.025000	132.79	.00	253.33	.00	386.12	.00	.00	.00	386.12
	TOTAL	.025000	132.79	.00	253.33	.00	386.12	57.49	.00	.00	443.61
1995	M & O	.000000	.00	.00	.00	.00	.00	53.67	.00	.00	53.67
	I & S	.025000	121.29	.00	243.79	.00	365.08	.00	.00	.00	365.08
	TOTAL	.025000	121.29	.00	243.79	.00	365.08	53.67	.00	.00	418.75
1994	M & O	.000000	.00	.00	.00	.00	.00	39.45	.00	.00	39.45
	I & S	.020000	85.84	.00	182.62	.00	268.46	.00	.00	.00	268.46
	TOTAL	.020000	85.84	.00	182.62	.00	268.46	39.45	.00	.00	307.91
1993	M & O	.000000	.00	.00	.00	.00	.00	27.93	.00	.00	27.93
	I & S	.020000	57.44	.00	130.18	.00	187.62	.00	.00	.00	187.62
	TOTAL	.020000	57.44	.00	130.18	.00	187.62	27.93	.00	.00	215.55
1992	M & O	.000000	.00	.00	.00	.00	.00	21.33	.00	.00	21.33
	I & S	.020000	41.86	.00	100.63	.00	142.49	.00	.00	.00	142.49
	TOTAL	.020000	41.86	.00	100.63	.00	142.49	21.33	.00	.00	163.82
1991	M & O	.000000	.00	.00	.00	.00	.00	9.56	.00	.00	9.56
	I & S	.010000	18.14	.00	45.69	.00	63.83	.00	.00	.00	63.83
	TOTAL	.010000	18.14	.00	45.69	.00	63.83	9.56	.00	.00	73.39
1990	M & O	.010000	8.71	.00	23.02	.00	31.73	4.76	.00	.00	36.49
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.010000	8.71	.00	23.02	.00	31.73	4.76	.00	.00	36.49
1989	M & O	.020000	9.97	.00	27.55	.00	37.52	5.64	.00	.00	43.16
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.020000	9.97	.00	27.55	.00	37.52	5.64	.00	.00	43.16
1988	M & O	.000000	.00	.00	.00	.00	.00	4.09	.00	.00	4.09
	I & S	.020000	6.96	.00	20.23	.00	27.19	.00	.00	.00	27.19
	TOTAL	.020000	6.96	.00	20.23	.00	27.19	4.09	.00	.00	31.28

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.000000	.00	.00	.00	.00	.00	8.92	.00	.00	8.92
	I & S	.040000	14.78	.00	44.68	.00	59.46	.00	.00	.00	59.46
	TOTAL	.040000	14.78	.00	44.68	.00	59.46	8.92	.00	.00	68.38
1986	M & O	.000000	.00	.00	.00	.00	.00	5.22	.00	.00	5.22
	I & S	.050000	22.46	.00	60.55	.00	83.01	.00	.00	.00	83.01
	TOTAL	.050000	22.46	.00	60.55	.00	83.01	5.22	.00	.00	88.23
1985	M & O	.000000	.00	.00	.00	.00	.00	14.70	.00	.00	14.70
	I & S	.050000	28.91	.00	89.83	.00	118.74	.00	.00	.00	118.74
	TOTAL	.050000	28.91	.00	89.83	.00	118.74	14.70	.00	.00	133.44
1984	M & O	.000000	.00	.00	.00	.00	.00	9.91	.00	.00	9.91
	I & S	.055000	15.07	.00	51.00	.00	66.07	.00	.00	.00	66.07
	TOTAL	.055000	15.07	.00	51.00	.00	66.07	9.91	.00	.00	75.98
1983	M & O	.000000	.00	.00	.00	.00	.00	13.88	.00	.00	13.88
	I & S	.075000	20.54	.00	71.99	.00	92.53	.00	.00	.00	92.53
	TOTAL	.075000	20.54	.00	71.99	.00	92.53	13.88	.00	.00	106.41
ALL	M & O		18.68	.00	50.57	.00	69.25	421.77	.00	.00	491.02
ALL	I & S		935.38	.00	1,909.72	.00	2,845.10	.00	.00	.00	2,845.10
ALL	TOTAL		954.06	.00	1,960.29	.00	2,914.35	421.77	.00	.00	3,336.12
DLQ	M & O		18.68	.00	50.57	.00	69.25	421.77	.00	.00	491.02
DLQ	I & S		935.38	.00	1,909.72	.00	2,845.10	.00	.00	.00	2,845.10
DLQ	TOTAL		954.06	.00	1,960.29	.00	2,914.35	421.77	.00	.00	3,336.12
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.000000	.00	.00	.00	.00	.00	40.20	.00	.00	40.20
	I & S	.010900	106.70	.00	164.89	.00	271.59	.00	.00	.00	271.59
	TOTAL	.010900	106.70	.00	164.89	.00	271.59	40.20	.00	.00	311.79
1998	M & O	.000000	.00	.00	.00	.00	.00	50.96	.00	.00	50.96
	I & S	.019500	130.31	.00	215.50	.00	345.81	.00	.00	.00	345.81
	TOTAL	.019500	130.31	.00	215.50	.00	345.81	50.96	.00	.00	396.77
1997	M & O	.000000	.00	.00	.00	.00	.00	54.06	.00	.00	54.06
	I & S	.023000	132.29	.00	234.81	.00	367.10	.00	.00	.00	367.10
	TOTAL	.023000	132.29	.00	234.81	.00	367.10	54.06	.00	.00	421.16
1996	M & O	.000000	.00	.00	.00	.00	.00	57.49	.00	.00	57.49
	I & S	.025000	132.79	.00	253.33	.00	386.12	.00	.00	.00	386.12
	TOTAL	.025000	132.79	.00	253.33	.00	386.12	57.49	.00	.00	443.61
1995	M & O	.000000	.00	.00	.00	.00	.00	53.67	.00	.00	53.67
	I & S	.025000	121.29	.00	243.79	.00	365.08	.00	.00	.00	365.08
	TOTAL	.025000	121.29	.00	243.79	.00	365.08	53.67	.00	.00	418.75
1994	M & O	.000000	.00	.00	.00	.00	.00	39.45	.00	.00	39.45
	I & S	.020000	85.84	.00	182.62	.00	268.46	.00	.00	.00	268.46
	TOTAL	.020000	85.84	.00	182.62	.00	268.46	39.45	.00	.00	307.91
1993	M & O	.000000	.00	.00	.00	.00	.00	27.93	.00	.00	27.93
	I & S	.020000	57.44	.00	130.18	.00	187.62	.00	.00	.00	187.62
	TOTAL	.020000	57.44	.00	130.18	.00	187.62	27.93	.00	.00	215.55
1992	M & O	.000000	.00	.00	.00	.00	.00	21.33	.00	.00	21.33
	I & S	.020000	41.86	.00	100.63	.00	142.49	.00	.00	.00	142.49
	TOTAL	.020000	41.86	.00	100.63	.00	142.49	21.33	.00	.00	163.82
1991	M & O	.000000	.00	.00	.00	.00	.00	9.56	.00	.00	9.56
	I & S	.010000	18.14	.00	45.69	.00	63.83	.00	.00	.00	63.83
	TOTAL	.010000	18.14	.00	45.69	.00	63.83	9.56	.00	.00	73.39
1990	M & O	.010000	8.71	.00	23.02	.00	31.73	4.76	.00	.00	36.49
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.010000	8.71	.00	23.02	.00	31.73	4.76	.00	.00	36.49
1989	M & O	.020000	9.97	.00	27.55	.00	37.52	5.64	.00	.00	43.16
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.020000	9.97	.00	27.55	.00	37.52	5.64	.00	.00	43.16
1988	M & O	.000000	.00	.00	.00	.00	.00	4.09	.00	.00	4.09
	I & S	.020000	6.96	.00	20.23	.00	27.19	.00	.00	.00	27.19
	TOTAL	.020000	6.96	.00	20.23	.00	27.19	4.09	.00	.00	31.28

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.000000	.00	.00	.00	.00	.00	8.92	.00	.00	8.92
	I & S	.040000	14.78	.00	44.68	.00	59.46	.00	.00	.00	59.46
	TOTAL	.040000	14.78	.00	44.68	.00	59.46	8.92	.00	.00	68.38
1986	M & O	.000000	.00	.00	.00	.00	.00	5.22	.00	.00	5.22
	I & S	.050000	22.46	.00	60.55	.00	83.01	.00	.00	.00	83.01
	TOTAL	.050000	22.46	.00	60.55	.00	83.01	5.22	.00	.00	88.23
1985	M & O	.000000	.00	.00	.00	.00	.00	14.70	.00	.00	14.70
	I & S	.050000	28.91	.00	89.83	.00	118.74	.00	.00	.00	118.74
	TOTAL	.050000	28.91	.00	89.83	.00	118.74	14.70	.00	.00	133.44
1984	M & O	.000000	.00	.00	.00	.00	.00	9.91	.00	.00	9.91
	I & S	.055000	15.07	.00	51.00	.00	66.07	.00	.00	.00	66.07
	TOTAL	.055000	15.07	.00	51.00	.00	66.07	9.91	.00	.00	75.98
1983	M & O	.000000	.00	.00	.00	.00	.00	13.88	.00	.00	13.88
	I & S	.075000	20.54	.00	71.99	.00	92.53	.00	.00	.00	92.53
	TOTAL	.075000	20.54	.00	71.99	.00	92.53	13.88	.00	.00	106.41
ALL	M & O		18.68	.00	50.57	.00	69.25	421.77	.00	.00	491.02
ALL	I & S		935.38	.00	1,909.72	.00	2,845.10	.00	.00	.00	2,845.10
ALL	TOTAL		954.06	.00	1,960.29	.00	2,914.35	421.77	.00	.00	3,336.12
DLQ	M & O		18.68	.00	50.57	.00	69.25	421.77	.00	.00	491.02
DLQ	I & S		935.38	.00	1,909.72	.00	2,845.10	.00	.00	.00	2,845.10
DLQ	TOTAL		954.06	.00	1,960.29	.00	2,914.35	421.77	.00	.00	3,336.12
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.000000	.00	.00	.00	.00	.00	8.82	.00	.00	8.82
	I & S	.005000	18.26	.00	41.29	.00	59.55	.00	.00	.00	59.55
	TOTAL	.005000	18.26	.00	41.29	.00	59.55	8.82	.00	.00	68.37
1987	M & O	.000000	.00	.00	.00	.00	.00	17.89	.00	.00	17.89
	I & S	.040000	30.16	.00	89.08	.00	119.24	.00	.00	.00	119.24
	TOTAL	.040000	30.16	.00	89.08	.00	119.24	17.89	.00	.00	137.13
1986	M & O	.000000	.00	.00	.00	.00	.00	25.40	.00	.00	25.40
	I & S	.050000	41.84	.00	128.25	.00	170.09	.00	.00	.00	170.09
	TOTAL	.050000	41.84	.00	128.25	.00	170.09	25.40	.00	.00	195.49
1985	M & O	.000000	.00	.00	.00	.00	.00	10.81	.00	.00	10.81
	I & S	.050000	17.31	.00	54.74	.00	72.05	.00	.00	.00	72.05
	TOTAL	.050000	17.31	.00	54.74	.00	72.05	10.81	.00	.00	82.86
1984	M & O	.000000	.00	.00	.00	.00	.00	9.22	.00	.00	9.22
	I & S	.055000	14.29	.00	47.22	.00	61.51	.00	.00	.00	61.51
	TOTAL	.055000	14.29	.00	47.22	.00	61.51	9.22	.00	.00	70.73
1983	M & O	.000000	.00	.00	.00	.00	.00	8.50	.00	.00	8.50
	I & S	.025000	12.93	.00	43.73	.00	56.66	.00	.00	.00	56.66
	TOTAL	.025000	12.93	.00	43.73	.00	56.66	8.50	.00	.00	65.16
ALL	M & O		.00	.00	.00	.00	.00	80.64	.00	.00	80.64
ALL	I & S		134.79	.00	404.31	.00	539.10	.00	.00	.00	539.10
ALL	TOTAL		134.79	.00	404.31	.00	539.10	80.64	.00	.00	619.74
DLQ	M & O		.00	.00	.00	.00	.00	80.64	.00	.00	80.64
DLQ	I & S		134.79	.00	404.31	.00	539.10	.00	.00	.00	539.10
DLQ	TOTAL		134.79	.00	404.31	.00	539.10	80.64	.00	.00	619.74
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

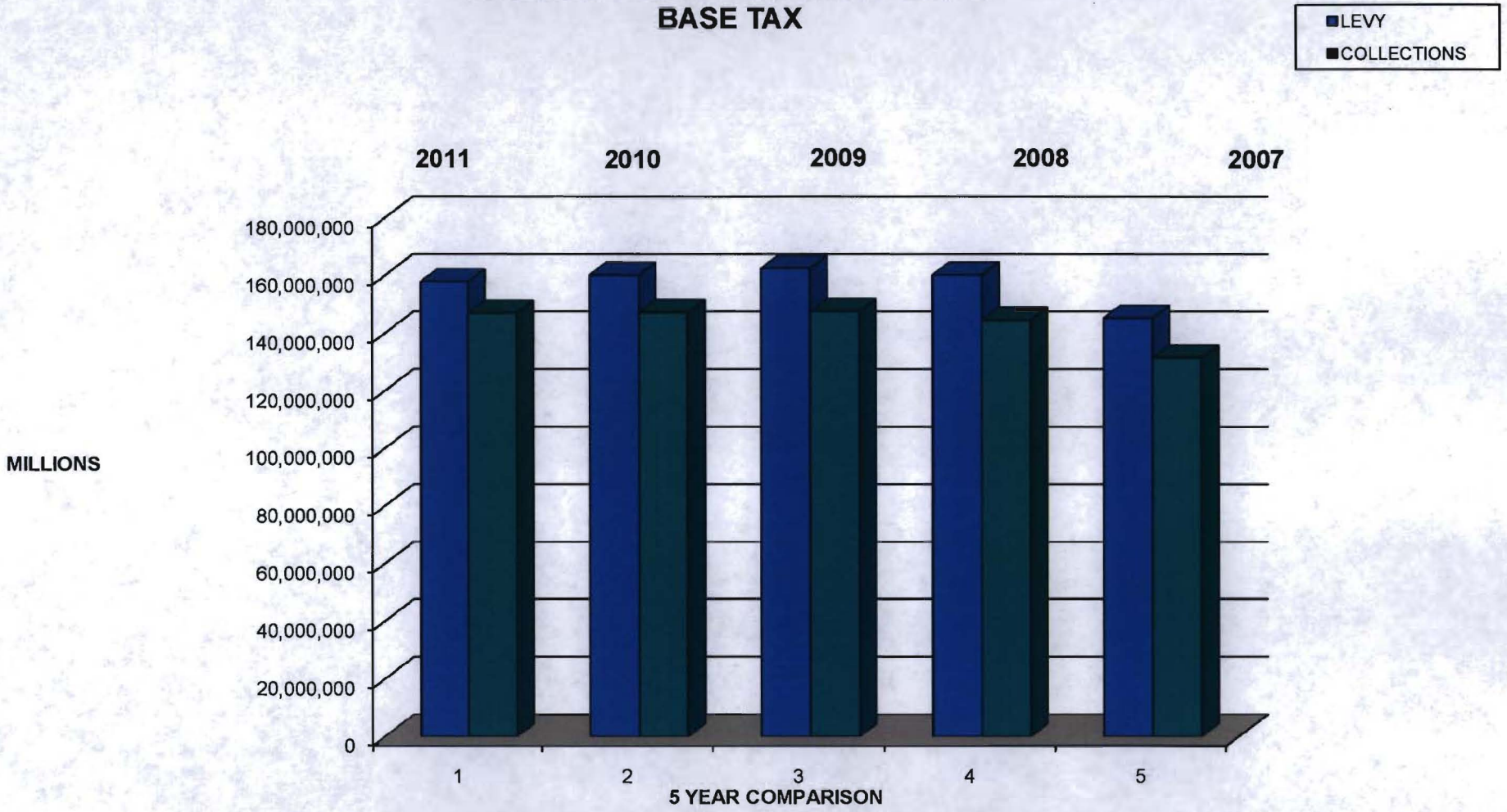
YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.000000	.00	.00	.00	.00	.00	8.82	.00	.00	8.82
	I & S	.005000	18.26	.00	41.29	.00	59.55	.00	.00	.00	59.55
	TOTAL	.005000	18.26	.00	41.29	.00	59.55	8.82	.00	.00	68.37
1987	M & O	.000000	.00	.00	.00	.00	.00	17.89	.00	.00	17.89
	I & S	.040000	30.16	.00	89.08	.00	119.24	.00	.00	.00	119.24
	TOTAL	.040000	30.16	.00	89.08	.00	119.24	17.89	.00	.00	137.13
1986	M & O	.000000	.00	.00	.00	.00	.00	25.40	.00	.00	25.40
	I & S	.050000	41.84	.00	128.25	.00	170.09	.00	.00	.00	170.09
	TOTAL	.050000	41.84	.00	128.25	.00	170.09	25.40	.00	.00	195.49
1985	M & O	.000000	.00	.00	.00	.00	.00	10.81	.00	.00	10.81
	I & S	.050000	17.31	.00	54.74	.00	72.05	.00	.00	.00	72.05
	TOTAL	.050000	17.31	.00	54.74	.00	72.05	10.81	.00	.00	82.86
1984	M & O	.000000	.00	.00	.00	.00	.00	9.22	.00	.00	9.22
	I & S	.055000	14.29	.00	47.22	.00	61.51	.00	.00	.00	61.51
	TOTAL	.055000	14.29	.00	47.22	.00	61.51	9.22	.00	.00	70.73
1983	M & O	.000000	.00	.00	.00	.00	.00	8.50	.00	.00	8.50
	I & S	.025000	12.93	.00	43.73	.00	56.66	.00	.00	.00	56.66
	TOTAL	.025000	12.93	.00	43.73	.00	56.66	8.50	.00	.00	65.16
ALL	M & O		.00	.00	.00	.00	.00	80.64	.00	.00	80.64
ALL	I & S		134.79	.00	404.31	.00	539.10	.00	.00	.00	539.10
ALL	TOTAL		134.79	.00	404.31	.00	539.10	80.64	.00	.00	619.74
DLQ	M & O		.00	.00	.00	.00	.00	80.64	.00	.00	80.64
DLQ	I & S		134.79	.00	404.31	.00	539.10	.00	.00	.00	539.10
DLQ	TOTAL		134.79	.00	404.31	.00	539.10	80.64	.00	.00	619.74
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

PART 2

ARMANDO BARRERA JR, TAX ASSESSOR/COLLECTOR
HIDALGO COUNTY ENTITIES CURRENT TAX COLLECTION REPORT
FOR THE MONTH OF JUNE 2012

	2011-2012	2010-2011	DIFFERENCE
AD VALOREM - HIDALGO COUNTY			
2011 CURRENT			
ORIGINAL LEVY	158,157,251.97	160,318,223.74	(2,160,971.77)
MODIFICATIONS	(234,832.75)	(15,398.61)	(219,434.14)
CURRENT LEVY	157,922,419.22	160,302,825.13	(2,380,405.91)
CURRENT COLLECTIONS THIS MONTH	2,247,727.29	1,767,195.85	480,531.44
CURRENT COLLECTIONS TO DATE	147,059,510.44	147,294,797.46	(235,287.02)
OUTSTANDING TO DATE	10,862,908.78	13,008,027.67	(2,145,118.89)
PERCENT COLLECTED/ORIGINAL	92.98%	91.88%	1.10%
PERCENT COLLECTED/MODIFIED	93.12%	91.89%	1.23%
TOTAL COLLECTIONS FISCAL YEAR	147,059,510.44	147,294,797.46	

HIDALGO COUNTY CURRENT YEARS
BASE TAX



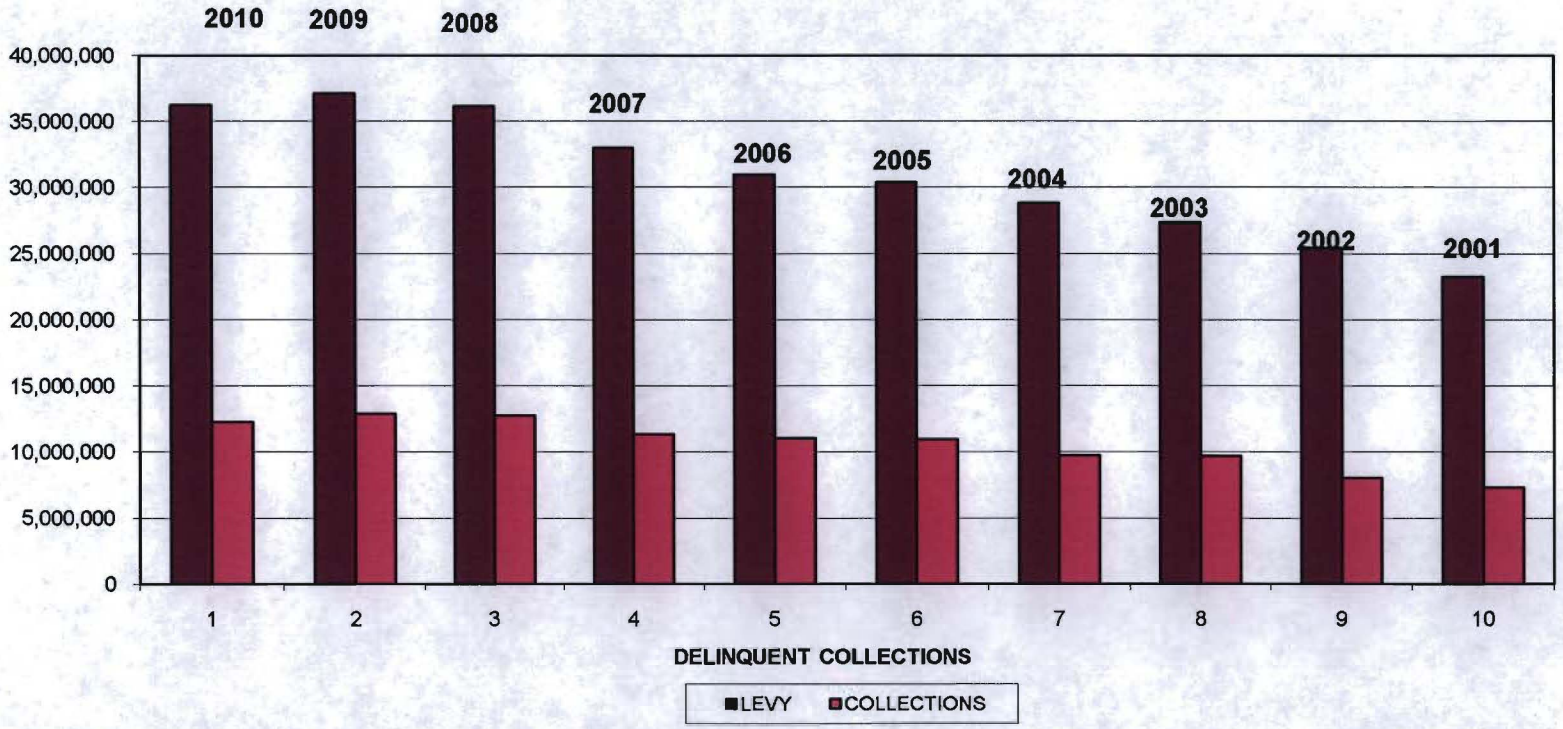
YEAR	ORIG. LEVY	MODIFICATONS	ADJUSTED LEVY	COLLECTIONS	PERCENT
2011	158,157,252	-234,833	157,922,419	147,059,510	93.12%
2010	160,318,224	-15,399	160,302,825	147,294,797	91.89%
2009	161,386,867	1,156,722	162,543,589	147,676,472	90.85%
2008	154,988,101	5,352,488	160,340,589	144,761,608	90.28%
2007	141,315,869	4,053,312	145,369,181	131,675,072	90.58%

PART 3

ARMANDO BARRERA JR, TAX ASSESSOR/COLLECTOR
HIDALGO COUNTY ENTITIES DELINQUENT TAX COLLECTION REPORT
FOR THE MONTH OF JUNE 2012

	2010 & PRIOR	2009 & PRIOR	DIFFERENCE
AD VALOREM - HIDALGO COUNTY			
ORIGINAL LEVY	37,265,712.35	38,313,467.69	(1,047,755.34)
MODIFICATIONS	(986,593.07)	(1,175,330.55)	188,737.48
DELINQUENT LEVY	36,279,119.28	37,138,137.14	(859,017.86)
DELINQUENT COLLECTIONS THIS MONTH	723,869.21	622,722.90	101,146.31
DELINQUENT COLLECTIONS TO DATE	12,286,078.95	12,880,452.46	(594,373.51)
OUTSTANDING TO DATE	23,993,040.33	24,257,684.68	(264,644.35)
PERCENT COLLECTED/ORIGINAL	32.97%	33.62%	-0.65%
PERCENT COLLECTED/MODIFIED	33.87%	34.68%	-0.81%
TOTAL COLLECTIONS FISCAL YEAR	12,286,078.95	12,880,452.46	

HIDALGO COUNTY DELINQUENT YEARS
BASE TAX



YEAR	ORIG. LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	PERCENT
2010 & PRIOR	37,265,712	-986,593	36,279,119	12,286,079	33.87%
2009 & PRIOR	38,313,468	-1,175,331	37,138,137	12,880,452	34.68%
2008 & PRIOR	37,253,036	-1,064,095	36,188,941	12,742,590	35.21%
2007 & PRIOR	33,599,973	-597,590	33,002,382	11,328,327	34.33%
2006 & PRIOR	31,541,511	-581,723	30,959,788	11,053,924	35.70%
2005 & PRIOR	31,029,148	-613,847	30,415,301	10,949,365	36.00%
2004 & PRIOR	29,084,650	-256,336	28,828,314	9,729,562	33.75%
2003 & PRIOR	27,592,045	-188,665	27,403,380	9,681,176	35.33%
2002 & PRIOR	25,617,631	-184,094	25,433,537	8,060,577	31.69%
2001 & PRIOR	23,503,793	-207,386	23,296,407	7,313,029	31.39%

PART 4

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	27,044,262,202	35,193,495-	27,009,068,707	0.590000	157,963,128.42	287,019

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	158,157,251.97	194,123.55-	194,123.55-	147,059,510.44	147,059,510.44	10,903,617.98	93.10	407.73-
ADJUSTMENT REFUNDS		162,097.27-	162,097.27-					
2010	13,012,500.75	187,034.36-	187,034.36-	6,929,637.62	6,929,637.62	5,895,828.77	54.03	2,571.25-
ADJUSTMENT REFUNDS		192,564.22-	192,564.22-					
2009	6,798,874.76	77,311.77-	77,311.77-	2,440,475.48	2,440,475.48	4,281,087.51	36.31	6,633.11-
ADJUSTMENT REFUNDS		93,194.89-	93,194.89-					
2008	4,277,371.26	8,564.07-	8,564.07-	1,197,261.05	1,197,261.05	3,071,546.14	28.05	12,719.75-
ADJUSTMENT REFUNDS		27,725.41-	27,725.41-					
2007	3,011,585.27	37,546.55	37,546.55	685,813.20	685,813.20	2,363,318.62	22.49	16,287.03-
ADJUSTMENT REFUNDS		7,652.53-	7,652.53-					
2006	2,135,855.87	187,706.98-	187,706.98-	360,294.38	360,294.38	1,587,854.51	18.49	12,092.89-
ADJUSTMENT REFUNDS		4,166.57-	4,166.57-					
2005	1,619,123.10	114,205.86-	114,205.86-	219,835.00	219,835.00	1,285,082.24	14.61	16,391.94-
ADJUSTMENT REFUNDS		164.18-	164.18-					
2004	1,272,557.67	25,419.30-	25,419.30-	156,354.53	156,354.53	1,090,783.84	12.54	8,223.77-
ADJUSTMENT REFUNDS		90.91-	90.91-					
2003	961,698.78	18,313.21-	18,313.21-	112,287.28	112,287.28	831,098.29	11.90	8,513.10-
ADJUSTMENT REFUNDS		.01-	0.01-					
2002	813,696.96	15,472.75-	15,472.75-	74,072.43	74,072.43	724,151.78	9.28	6,547.62-
2001	652,176.82	14,291.12-	14,291.12-	52,543.50	52,543.50	585,342.20	8.24	5,875.05-
ADJUSTMENT REFUNDS		430.26-	430.26-					
2000	538,366.12	12,010.95-	12,010.95-	42,344.86	42,344.86	484,010.31	8.04	4,853.86-
ADJUSTMENT REFUNDS		330.04-	330.04-					
1999	378,909.04	6,251.18-	6,251.18-	28,565.16	28,565.16	344,092.70	7.67	3,597.32-
1998	330,783.27	5,520.23-	5,520.23-	21,534.39	21,534.39	303,728.65	6.62	2,870.81-
1997	296,732.17	4,218.98-	4,218.98-	21,016.23	21,016.23	271,496.96	7.18	2,512.58-
1996	248,982.15	5,979.11-	5,979.11-	18,760.16	18,760.16	224,242.88	7.72	2,142.80-
ADJUSTMENT REFUNDS		3.26-	3.26-					
1995	211,387.39	6,431.50-	6,431.50-	11,888.12	11,888.12	193,067.77	5.80	1,657.47-
1994	175,416.12	4,779.68-	4,779.68-	9,304.05	9,304.05	161,332.39	5.45	1,297.22-
1993	136,816.73	4,020.49-	4,020.49-	6,756.75	6,756.75	126,039.49	5.09	1,250.03-
1992	118,330.76	4,287.29-	4,287.29-	4,974.39	4,974.39	109,069.08	4.36	1,015.63-
1991	93,812.06	2,207.26-	2,207.26-	4,004.58	4,004.58	87,600.22	4.37	793.09-
1990	229,590.86	50,900.37-	50,900.37-	8,518.21	8,518.21	170,172.28	4.77	5,051.31-
****	195,471,819.88	911,503.46-	911,503.46-	159,465,751.81	159,465,751.81	35,094,564.61		123,305.36-
ADJUSTMENT REFUNDS		488,419.55-	488,419.55-					

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	27,044,262,202	35,193,495-	27,009,068,707	0.590000	157,963,128.42	287,019

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	158,157,251.97	194,123.55-	194,123.55-	147,059,510.44	147,059,510.44	10,903,617.98	93.10	407.73-
2010	13,012,500.75	187,034.36-	187,034.36-	6,929,637.62	6,929,637.62	5,895,828.77	54.03	2,571.25-
2009	6,798,874.76	77,311.77-	77,311.77-	2,440,475.48	2,440,475.48	4,281,087.51	36.31	6,633.11-
2008	4,277,371.26	8,564.07-	8,564.07-	1,197,261.05	1,197,261.05	3,071,546.14	28.05	12,719.75-
2007	3,011,585.27	37,546.55	37,546.55	685,813.20	685,813.20	2,363,318.62	22.49	16,287.03-
2006	2,135,855.87	187,706.98-	187,706.98-	360,294.38	360,294.38	1,587,854.51	18.49	12,092.89-
2005	1,619,123.10	114,205.86-	114,205.86-	219,835.00	219,835.00	1,285,082.24	14.61	16,391.94-
2004	1,272,557.67	25,419.30-	25,419.30-	156,354.53	156,354.53	1,090,783.84	12.54	8,223.77-
2003	961,698.78	18,313.21-	18,313.21-	112,287.28	112,287.28	831,098.29	11.90	8,513.10-
2002	813,696.96	15,472.75-	15,472.75-	74,072.43	74,072.43	724,151.78	9.28	6,547.62-
2001	652,176.82	14,291.12-	14,291.12-	52,543.50	52,543.50	585,342.20	8.24	5,875.05-
2000	538,366.12	12,010.95-	12,010.95-	42,344.86	42,344.86	484,010.31	8.04	4,853.86-
1999	378,909.04	6,251.18-	6,251.18-	28,565.16	28,565.16	344,092.70	7.67	3,597.32-
1998	330,783.27	5,520.23-	5,520.23-	21,534.39	21,534.39	303,728.65	6.62	2,870.81-
1997	296,732.17	4,218.98-	4,218.98-	21,016.23	21,016.23	271,496.96	7.18	2,512.58-
1996	248,982.15	5,979.11-	5,979.11-	18,760.16	18,760.16	224,242.88	7.72	2,142.80-
1995	211,387.39	6,431.50-	6,431.50-	11,888.12	11,888.12	193,067.77	5.80	1,657.47-
1994	175,416.12	4,779.68-	4,779.68-	9,304.05	9,304.05	161,332.39	5.45	1,297.22-
1993	136,816.73	4,020.49-	4,020.49-	6,756.75	6,756.75	126,039.49	5.09	1,250.03-
1992	118,330.76	4,287.29-	4,287.29-	4,974.39	4,974.39	109,069.08	4.36	1,015.63-
1991	93,812.06	2,207.26-	2,207.26-	4,004.58	4,004.58	87,600.22	4.37	793.09-
1990	229,590.86	50,900.37-	50,900.37-	8,518.21	8,518.21	170,172.28	4.77	5,051.31-
****	195,471,819.88	911,503.46-	911,503.46-	159,465,751.81	159,465,751.81	35,094,564.61		123,305.36-

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	27,044,262,202	35,193,495-	27,009,068,707	0.590000	157,922,419.22	287,015

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	158,157,251.97	234,832.75-	234,832.75-	147,059,510.44	147,059,510.44	10,862,908.78	93.12	407.73-
ADJUSTMENT REFUNDS		162,097.27-	162,097.27-					
2010	13,008,027.67	253,667.25-	253,667.25-	6,919,355.04	6,919,355.04	5,835,005.38	54.25	2,571.25-
ADJUSTMENT REFUNDS		192,564.22-	192,564.22-					
2009	6,792,523.44	141,939.88-	141,939.88-	2,423,208.42	2,423,208.42	4,227,375.14	36.44	6,633.11-
ADJUSTMENT REFUNDS		93,194.89-	93,194.89-					
2008	4,275,576.99	57,997.15-	57,997.15-	1,186,167.85	1,186,167.85	3,031,411.99	28.12	12,719.75-
ADJUSTMENT REFUNDS		27,725.41-	27,725.41-					
2007	3,006,327.87	32,567.17-	32,567.17-	629,783.67	629,783.67	2,343,977.03	21.18	16,287.03-
ADJUSTMENT REFUNDS		7,652.53-	7,652.53-					
2006	2,127,197.56	206,057.50-	206,057.50-	345,886.00	345,886.00	1,575,254.06	18.00	12,092.89-
ADJUSTMENT REFUNDS		4,166.57-	4,166.57-					
2005	1,614,192.76	114,260.70-	114,260.70-	217,494.12	217,494.12	1,282,437.94	14.50	16,391.94-
ADJUSTMENT REFUNDS		164.18-	164.18-					
2004	1,266,576.58	25,419.30-	25,419.30-	152,876.07	152,876.07	1,088,281.21	12.32	8,223.77-
ADJUSTMENT REFUNDS		90.91-	90.91-					
2003	955,210.45	18,313.21-	18,313.21-	107,996.38	107,996.38	828,900.86	11.53	8,513.10-
ADJUSTMENT REFUNDS		.01-	0.01-					
2002	810,805.71	15,472.75-	15,472.75-	73,101.00	73,101.00	722,231.96	9.19	6,547.62-
2001	651,489.26	14,291.12-	14,291.12-	52,543.50	52,543.50	584,654.64	8.25	5,875.05-
ADJUSTMENT REFUNDS		430.26-	430.26-					
2000	538,069.30	12,010.95-	12,010.95-	42,344.86	42,344.86	483,713.49	8.05	4,853.86-
ADJUSTMENT REFUNDS		330.04-	330.04-					
1999	378,723.72	6,251.18-	6,251.18-	28,565.16	28,565.16	343,907.38	7.67	3,597.32-
1998	330,783.27	5,520.23-	5,520.23-	21,534.39	21,534.39	303,728.65	6.62	2,870.81-
1997	296,722.26	4,218.98-	4,218.98-	21,016.23	21,016.23	271,487.05	7.18	2,512.58-
1996	248,982.15	5,979.11-	5,979.11-	18,760.16	18,760.16	224,242.88	7.72	2,142.80-
ADJUSTMENT REFUNDS		3.26-	3.26-					
1995	211,387.39	6,431.50-	6,431.50-	11,888.12	11,888.12	193,067.77	5.80	1,657.47-
1994	174,565.56	4,779.68-	4,779.68-	9,304.05	9,304.05	160,481.83	5.48	1,297.22-
1993	136,816.73	4,020.49-	4,020.49-	6,756.75	6,756.75	126,039.49	5.09	1,250.03-
1992	118,330.76	4,287.29-	4,287.29-	4,974.39	4,974.39	109,069.08	4.36	1,015.63-
1991	93,812.06	2,207.26-	2,207.26-	4,004.58	4,004.58	87,600.22	4.37	793.09-
1990	229,590.86	50,900.37-	50,900.37-	8,518.21	8,518.21	170,172.28	4.77	5,051.31-
****	195,422,964.32	1,221,425.82-	1,221,425.82-	159,345,589.39	159,345,589.39	34,855,949.11		123,305.36-
ADJUSTMENT REFUNDS		488,419.55-	488,419.55-					

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	27,044,262,202	35,193,495-	27,009,068,707	0.590000	157,922,419.22	287,015

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	158,157,251.97	234,832.75-	234,832.75-	147,059,510.44	147,059,510.44	10,862,908.78	93.12	407.73-
2010	13,008,027.67	253,667.25-	253,667.25-	6,919,355.04	6,919,355.04	5,835,005.38	54.25	2,571.25-
2009	6,792,523.44	141,939.88-	141,939.88-	2,423,208.42	2,423,208.42	4,227,375.14	36.44	6,633.11-
2008	4,275,576.99	57,997.15-	57,997.15-	1,186,167.85	1,186,167.85	3,031,411.99	28.12	12,719.75-
2007	3,006,327.87	32,567.17-	32,567.17-	629,783.67	629,783.67	2,343,977.03	21.18	16,287.03-
2006	2,127,197.56	206,057.50-	206,057.50-	345,886.00	345,886.00	1,575,254.06	18.00	12,092.89-
2005	1,614,192.76	114,260.70-	114,260.70-	217,494.12	217,494.12	1,282,437.94	14.50	16,391.94-
2004	1,266,576.58	25,419.30-	25,419.30-	152,876.07	152,876.07	1,088,281.21	12.32	8,223.77-
2003	955,210.45	18,313.21-	18,313.21-	107,996.38	107,996.38	828,900.86	11.53	8,513.10-
2002	810,805.71	15,472.75-	15,472.75-	73,101.00	73,101.00	722,231.96	9.19	6,547.62-
2001	651,489.26	14,291.12-	14,291.12-	52,543.50	52,543.50	584,654.64	8.25	5,875.05-
2000	538,069.30	12,010.95-	12,010.95-	42,344.86	42,344.86	483,713.49	8.05	4,853.86-
1999	378,723.72	6,251.18-	6,251.18-	28,565.16	28,565.16	343,907.38	7.67	3,597.32-
1998	330,783.27	5,520.23-	5,520.23-	21,534.39	21,534.39	303,728.65	6.62	2,870.81-
1997	296,722.26	4,218.98-	4,218.98-	21,016.23	21,016.23	271,487.05	7.18	2,512.58-
1996	248,982.15	5,979.11-	5,979.11-	18,760.16	18,760.16	224,242.88	7.72	2,142.80-
1995	211,387.39	6,431.50-	6,431.50-	11,888.12	11,888.12	193,067.77	5.80	1,657.47-
1994	174,565.56	4,779.68-	4,779.68-	9,304.05	9,304.05	160,481.83	5.48	1,297.22-
1993	136,816.73	4,020.49-	4,020.49-	6,756.75	6,756.75	126,039.49	5.09	1,250.03-
1992	118,330.76	4,287.29-	4,287.29-	4,974.39	4,974.39	109,069.08	4.36	1,015.63-
1991	93,812.06	2,207.26-	2,207.26-	4,004.58	4,004.58	87,600.22	4.37	793.09-
1990	229,590.86	50,900.37-	50,900.37-	8,518.21	8,518.21	170,172.28	4.77	5,051.31-
****	195,422,964.32	1,221,425.82-	1,221,425.82-	159,345,589.39	159,345,589.39	34,855,949.11		123,305.36-

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.590000	40,709.20	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	0.00	40,709.20	40,709.20	0.00	0.00	40,709.20		0.00
ADJUSTMENT REFUNDS		162,097.27-	162,097.27-					
2010	4,473.08	66,632.89	66,632.89	10,282.58	10,282.58	60,823.39	14.46	0.00
ADJUSTMENT REFUNDS		192,564.22-	192,564.22-					
2009	6,351.32	64,628.11	64,628.11	17,267.06	17,267.06	53,712.37	24.33	0.00
ADJUSTMENT REFUNDS		93,194.89-	93,194.89-					
2008	1,794.27	49,433.08	49,433.08	11,093.20	11,093.20	40,134.15	21.65	0.00
ADJUSTMENT REFUNDS		27,725.41-	27,725.41-					
2007	5,257.40	70,113.72	70,113.72	56,029.53	56,029.53	19,341.59	74.34	0.00
ADJUSTMENT REFUNDS		7,652.53-	7,652.53-					
2006	8,658.31	18,350.52	18,350.52	14,408.38	14,408.38	12,600.45	53.35	0.00
ADJUSTMENT REFUNDS		4,166.57-	4,166.57-					
2005	4,930.34	54.84	54.84	2,340.88	2,340.88	2,644.30	46.96	0.00
ADJUSTMENT REFUNDS		164.18-	164.18-					
2004	5,981.09	.00	0.00	3,478.46	3,478.46	2,502.63	58.16	0.00
ADJUSTMENT REFUNDS		90.91-	90.91-					
2003	6,488.33	.00	0.00	4,290.90	4,290.90	2,197.43	66.13	0.00
ADJUSTMENT REFUNDS		.01-	0.01-					
2002	2,891.25	.00	0.00	971.43	971.43	1,919.82	33.60	0.00
2001	687.56	.00	0.00	0.00	0.00	687.56		0.00
ADJUSTMENT REFUNDS		430.26-	430.26-					
2000	296.82	.00	0.00	0.00	0.00	296.82		0.00
ADJUSTMENT REFUNDS		330.04-	330.04-					
1999	185.32	.00	0.00	0.00	0.00	185.32		0.00
1997	9.91	.00	0.00	0.00	0.00	9.91		0.00
1994	850.56	.00	0.00	0.00	0.00	850.56		0.00
****	48,855.56	309,922.36	309,922.36	120,162.42	120,162.42	238,615.50		0.00
ADJUSTMENT REFUNDS		488,416.29-	488,416.29-					

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.590000	40,709.20	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	0.00	40,709.20	40,709.20	0.00	0.00	40,709.20		0.00
2010	4,473.08	66,632.89	66,632.89	10,282.58	10,282.58	60,823.39	14.46	0.00
2009	6,351.32	64,628.11	64,628.11	17,267.06	17,267.06	53,712.37	24.33	0.00
2008	1,794.27	49,433.08	49,433.08	11,093.20	11,093.20	40,134.15	21.65	0.00
2007	5,257.40	70,113.72	70,113.72	56,029.53	56,029.53	19,341.59	74.34	0.00
2006	8,658.31	18,350.52	18,350.52	14,408.38	14,408.38	12,600.45	53.35	0.00
2005	4,930.34	54.84	54.84	2,340.88	2,340.88	2,644.30	46.96	0.00
2004	5,981.09	.00	0.00	3,478.46	3,478.46	2,502.63	58.16	0.00
2003	6,488.33	.00	0.00	4,290.90	4,290.90	2,197.43	66.13	0.00
2002	2,891.25	.00	0.00	971.43	971.43	1,919.82	33.60	0.00
2001	687.56	.00	0.00	0.00	0.00	687.56		0.00
2000	296.82	.00	0.00	0.00	0.00	296.82		0.00
1999	185.32	.00	0.00	0.00	0.00	185.32		0.00
1997	9.91	.00	0.00	0.00	0.00	9.91		0.00
1994	850.56	.00	0.00	0.00	0.00	850.56		0.00
****	48,855.56	309,922.36	309,922.36	120,162.42	120,162.42	238,615.50		0.00

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	18,054	18,054	0.000000	0.00	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
1990	61.38	.00	0.00	0.00	0.00	61.38		0.00
****	61.38	.00	0.00	0.00	0.00	61.38		0.00

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	18,054	18,054	0.000000	0.00	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
1990	61.38	.00	0.00	0.00	0.00	61.38		0.00
****	61.38	.00	0.00	0.00	0.00	61.38		0.00

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	28,492-	28,492-	0.010900	1,184.19	151

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	1,213.24	29.05-	29.05-	106.70	106.70	1,077.49	9.01	16.50-
1998	1,813.33	49.15-	49.15-	130.31	130.31	1,633.87	7.39	27.43-
1997	1,734.65	36.03-	36.03-	132.29	132.29	1,566.33	7.79	27.28-
1996	1,581.72	37.45-	37.45-	132.79	132.79	1,411.48	8.60	21.77-
1995	1,329.60	36.29-	36.29-	121.29	121.29	1,172.02	9.38	20.61-
1994	908.91	28.06-	28.06-	85.84	85.84	795.01	9.75	16.50-
1993	753.10	19.54-	19.54-	57.44	57.44	676.12	7.83	15.99-
1992	776.21	6.07-	6.07-	41.86	41.86	728.28	5.44	2.52-
1991	332.12	10.29-	10.29-	18.14	18.14	303.69	5.64	1.20-
1990	2,521.48	154.27-	154.27-	127.40	127.40	2,239.81	5.38	9.34-
****	12,964.36	406.20-	406.20-	954.06	954.06	11,604.10		159.14-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	28,492-	28,492-	0.010900	1,184.19	151

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	1,213.24	29.05-	29.05-	106.70	106.70	1,077.49	9.01	16.50-
1998	1,813.33	49.15-	49.15-	130.31	130.31	1,633.87	7.39	27.43-
1997	1,734.65	36.03-	36.03-	132.29	132.29	1,566.33	7.79	27.28-
1996	1,581.72	37.45-	37.45-	132.79	132.79	1,411.48	8.60	21.77-
1995	1,329.60	36.29-	36.29-	121.29	121.29	1,172.02	9.38	20.61-
1994	908.91	28.06-	28.06-	85.84	85.84	795.01	9.75	16.50-
1993	753.10	19.54-	19.54-	57.44	57.44	676.12	7.83	15.99-
1992	776.21	6.07-	6.07-	41.86	41.86	728.28	5.44	2.52-
1991	332.12	10.29-	10.29-	18.14	18.14	303.69	5.64	1.20-
1990	2,521.48	154.27-	154.27-	127.40	127.40	2,239.81	5.38	9.34-
****	12,964.36	406.20-	406.20-	954.06	954.06	11,604.10		159.14-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0013 ROAD DISTRICT #07

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	29.07	10

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	29.07	22.52-	22.52-	0.00	0.00	6.55		22.52-
****	29.07	22.52-	22.52-	0.00	0.00	6.55		22.52-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0013 ROAD DISTRICT #07

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	29.07	10

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	29.07	22.52-	22.52-	0.00	0.00	6.55		22.52-
****	29.07	22.52-	22.52-	0.00	0.00	6.55		22.52-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	69.28	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	69.28	.00	0.00	0.00	0.00	69.28		0.00
****	69.28	.00	0.00	0.00	0.00	69.28		0.00

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	69.28	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	69.28	.00	0.00	0.00	0.00	69.28		0.00
****	69.28	.00	0.00	0.00	0.00	69.28		0.00

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0015 ROAD DISTRICT #12

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	10.62	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	10.62	4.32-	4.32-	0.00	0.00	6.30		4.32-
****	10.62	4.32-	4.32-	0.00	0.00	6.30		4.32-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0015 ROAD DISTRICT #12

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	10.62	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	10.62	4.32-	4.32-	0.00	0.00	6.30		4.32-
****	10.62	4.32-	4.32-	0.00	0.00	6.30		4.32-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	0.00	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2007	0.00	.00	0.00	0.00	0.00	0.00		0.00
1993	319.72	8.11-	8.11-	18.26	18.26	293.35	5.86	6.74-
1990	1,544.33	181.37-	181.37-	116.53	116.53	1,246.43	8.55	139.58-
****	1,864.05	189.48-	189.48-	134.79	134.79	1,539.78		146.32-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	0.00	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2007	0.00	.00	0.00	0.00	0.00	0.00		0.00
1993	319.72	8.11-	8.11-	18.26	18.26	293.35	5.86	6.74-
1990	1,544.33	181.37-	181.37-	116.53	116.53	1,246.43	8.55	139.58-
****	1,864.05	189.48-	189.48-	134.79	134.79	1,539.78		146.32-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	53.13	9

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	53.13	2.38-	2.38-	0.00	0.00	50.75		2.37-
****	53.13	2.38-	2.38-	0.00	0.00	50.75		2.37-

FISCAL START: 07/01/2011 END: 06/30/2012 JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	53.13	9

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1990	53.13	2.38-	2.38-	0.00	0.00	50.75		2.37-
****	53.13	2.38-	2.38-	0.00	0.00	50.75		2.37-

PART 5

SPECIAL INVENTORY TAX SYSTEM
HIDALGO COUNTY
Tax Overage
Year: 2011 Deposit: SI11 Tax Unit: ALL

Tax Unit: 1 Tax Unit Name: HIDALGO COUNTY

Dealer Number	Appraisal Dist No.	Certified Owner	Amount
S538093000000101	S538093000000101	SPIKES MOTOR CO INC	$571.04
S595093021000201	S595093021000201	AGUILAR BROS	$34.21
S595093023000604	S595093023000604	OMEGA USED PARTS & AUTO SALES LLC	$29.04
S595093023000614	S595093023000614	MONIET AUTO SALES	$4.52
S643293000000100	S643293000000100	ACADEMY SPORTS & OUTDOORS #131	$1.50
S735093001000200	S735093001000200	MAC AUTO SALES	$39.99
T210093241000201	T210093241000201	TEXAS STAR TRUCK SALES INC	$10.51
T210093249001500	T210093249001500	EL KING DE LA SUERTE	$1.32
T266293000000300	T266293000000300	ELITE AUTO SALES	$27.95
T460093000004600	T460093000004600	CABRERA AUTO SALES	$3.27
T635393000000300	T635393000000300	EL SHADAI AUTO SALES	$51.76
V056893000018001	V056893000018001	TREVINO'S QUALITY CARS	$32.56
V105093000010001	V105093000010001	AFFORDABLE HOMES PRTNSHIP FOR	$12.89
W010093028000703	W010093028000703	A. BRISENO AUTO SALES	$119.93
W010093048000426	W010093048000426	ROGELIO CAVAZOS MOTORS	$7.17
W240093006001300	W240093006001300	FIESTA CREDIT CARS	$136.45
W340093000000200	W340093000000200	TOY'S AUTO SALES	$115.58
W380093014000008	W380093014000008	WESLACO MOTORS	$5,905.14
W380093070000001	W380093070000001	SEGURA'S USED CARS	$67.82
W380093148000000	W380093148000000	RANCHERO SALES	$20.19
W380093166000008	W380093166000008	MID VALLEY EQUIPMENT	$374.99
W380093167000016	W380093167000016	WESLACO AUTO CENTER	$216.08
W380093472000002	W380093472000002	THREE BROTHERS AUTO SALES	$16.70
W380093503000000	W380093503000000	TRIPLE J AUTO SALES	$11.00
W380093633000054	W380093633000054	CASTILLO MOTORS	$14.52
W380093640000004	W380093640000004	B D HOLT CO	$678.12
W450093000001000	W450093000001000	AUTOMART	$439.88
W765093000000612	W765093000000612	PRO ANGLER MARINE	$44.84

Tax Unit Total: $110,720.27
Dealer Count: 274

TC298-D SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK
RECEIPT DATE: ALL FROM: 02/18/2012 THRU 02/18/2012
JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2011	M & O	.522500	541,987.61	.00	.00	.00	541,987.61	.00	.00	.00	541,987.61
	I & S	.067500	70,017.57	.00	.00	.00	70,017.57	.00	.00	.00	70,017.57
	TOTAL	.590000	612,005.18	.00	.00	.00	612,005.18	.00	.00	.00	612,005.18
ALL	M & O		541,987.61	.00	.00	.00	541,987.61	.00	.00	.00	541,987.61
ALL	I & S		70,017.57	.00	.00	.00	70,017.57	.00	.00	.00	70,017.57
ALL	TOTAL		612,005.18	.00	.00	.00	612,005.18	.00	.00	.00	612,005.18
DLQ	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	M & O		541,987.61	.00	.00	.00	541,987.61	.00	.00	.00	541,987.61
CURR	I & S		70,017.57	.00	.00	.00	70,017.57	.00	.00	.00	70,017.57
CURR	TOTAL		612,005.18	.00	.00	.00	612,005.18	.00	.00	.00	612,005.18

ARMANDO BARRERA JR., TAX ASSESSOR/COLLECTOR
HIDALGO COUNTY TAX OFFICE
YEAR TO DATE - OTHER REVENUE MISCELLANEOUS REPORTS
FOR JULY 01, 2011 THRU JUNE 30, 2012

MONTH	TAX CERT	NSF FEES	MISC. FEES	MISC. REND. PEN.	TAX GEN INTEREST	SPEC. INV INTEREST	SPEC. INV VARIANCE	DISB. TO CO. TREASURER
JUL	370.00	1,349.02	1,390.30	0.00	0.00	0.00	0.00	3,109.32
AUG	670.00	1,331.98	1,471.00	0.00	0.00	0.00	0.00	3,472.98
SEP	800.00	660.00	1,791.00	0.00	0.00	0.00	0.00	3,251.00
OCT	490.00	730.69	530.80	0.00	0.00	0.00	0.00	1,751.49
NOV	630.00	920.00	1,915.10	0.00	0.00	0.00	0.00	3,465.10
DEC	380.00	880.00	1,089.00	0.00	0.00	0.00	0.00	2,349.00
JAN	480.00	1,744.18	1,498.10	0.00	0.00	0.00	0.00	3,722.28
FEB	1,190.00	2,600.30	2,246.90	0.00	0.00	0.00	0.00	6,037.20
MAR	780.00	2,168.28	1,545.00	0.00	0.00	0.00	0.00	4,493.28
APR	910.00	1,267.35	1,759.30	0.00	0.00	0.00	0.00	3,936.65
MAY	860.00	1,540.15	1,187.00	0.00	0.00	0.00	0.00	3,587.15
JUN	1,320.00	1,155.00	1,355.60	0.00	0.00	0.00	0.00	3,830.60
YEAR TO	8,880.00	16,346.95	17,779.10	0.00	0.00	0.00	0.00	43,006.05

ARMANDO BARRERA JR., TAX ASSESSOR/COLLECTOR
HIDALGO COUNTY TAX OFFICE
YEAR TO DATE - HCAD RENDITION FEES
FOR JULY 01, 2011 THRU JUNE 30, 2012

MONTH	DRI	FD1	FD2	FD3	FD4	GHD	RD5	RD15	TOTAL RENDITION
JUL	57.02	0.01	0.81	0.15	0.18	471.60	0.00	0.00	529.77
JUL ADJ									0.00
AUG	24.62	0.05	0.64	0.06	0.79	214.46	0.00	0.00	240.62
AUG ADJ									0.00
SEP	38.85	0.22	0.93	0.17	0.00	298.86	0.00	0.00	339.03
SEP ADJ									0.00
OCT	47.70	0.12	0.24	0.03	0.14	401.89	0.00	0.00	450.12
OCT ADJ									0.00
NOV	108.41	0.24	1.17	0.11	1.04	898.34	0.00	0.00	1,009.31
NOV ADJ									0.00
DEC	222.11	0.17	0.72	0.37	0.76	1,845.31	0.00	0.00	2,069.44
DEC ADJ									0.00
JAN	623.96	0.64	1.77	1.80	1.24	5,075.16	0.00	0.00	5,704.57
JAN ADJ									0.00
FEB	91.23	0.03	0.38	0.50	0.15	774.37	0.00	0.00	866.66
FEB ADJ									0.00
MAR	111.99	0.16	0.28	0.11	0.78	1,117.93	0.00	0.00	1,231.25
MAR ADJ									0.00
APR	39.59	0.01	0.35	0.23	0.39	404.59	0.00	0.00	445.16
APR ADJ									0.00
MAY	26.09	0.17	0.09	0.02	0.16	218.66	0.00	0.00	245.19
MAY ADJ									0.00
JUN	41.39	0.05	0.16	0.03	0.38	343.82	0.00	0.00	385.83
JUN ADJ									0.00
YEAR TO	1,432.96	1.87	7.54	3.58	6.01	12,064.99	0.00	0.00	13,516.95

AI-33468 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 08/27/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Department of State Health Services Grant:

1. Requesting authorization to accept the Department of State Health Services grant contract #2013-041204 in the amount of $2,384,582.00 for the period of 09/01/2012 to 08/31/2013 (Fiscal Year 2013).
2. Requesting authorization for County Judge to sign the Certification Regarding Lobbying.
3. Requesting authorization for County Judge to sign the FFATA Certification for Fiscal Year 2013.
4. Approval of the Certification of Revenue in the amount of $2,384,582.00.

T.B. Control Grant (1293):

1. Approval of the TB State budget appropriation in the amount of $455,507.00
2. Approval of salary schedule.

T. B. Program Income (1293):

1. Approval of the Certification of Revenue in the amount of $25,000.00 for the TB State program income.
2. Approval of the TB State program income budget appropriation in the amount of $25,000.00.

PPCPS - BDS (1293):

1. Approval of the PPCPS - BDS (Bioterrorism Discretionary Section) budget appropriation in the amount of $69,376.00 which includes a local match in the amount of $6,938.00.

RLSS/ LPHS Grant (1293):

1. Approval of the RLSS / LPHS budget appropriation in the amount of $102,403.00.
2. Approval of salary schedule.

PHEP Grant (1293):

1. Approval of the PHEP budget appropriation in the amount of $749,966.00 which includes a local match in the amount of $68,179.00.
2. Approval to delete/create the following full time positions:

Action	Slot No.	Position Title	Grade
Delete	0010	Risk Communication Planner	7
Delete	0012	Health Technician	7
Create	0018	Public Health Specialist	9
Create	0019	Public Health Specialist	9

3. Approval to create a full time Bi-National Coordinator position, slot no. 0017, grade 11 and transfer employee, no. 182451 effective 09/01/12 (inception of grant).
4. Approval to reclassify the following full time position(s); Reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules:

Employee No.	Slot	Current Position Title	Current Grade	Proposed Position Title	Proposed Grade
161187	0005	Strategic National Stockpile Coordinator/Planner	12	Public Health Planner	12

5. Approval to add the Public Health Planner classification to the position inventory.
6. Approval to remove the Strategic National Stockpile Coordinator/Planner and Risk Communication Planner classifications from the position inventory.
7. Approval of salary schedule.

Immunization Branch Grant (1293):
1. Approval of the Immunization budget appropriation in the amount of $649,320.00.
2. Approval of salary schedule.

Immunization Program Income (1293):
1. Approval of the Certification of Revenue in the amount of $130,000.00 for the Immunization program income.
2. Approval of the Immunization program Income budget appropriation in the amount of $130,000.00.

TB Elimination Grant (1293):
1. Approval of the TB Federal budget appropriation in the amount of $433,127.00.
2. Approval of salary schedule

BACKGROUND

03/27/12 - AI-31534 - Immunization FY 13 renewal request.
05/01/12 - AI-31550 - PPCPS / BDS FY 13 request to apply.
05/15/12 - AI-32245 - PHEP FY 13 renewal request.
05/29/12 - AI-32428 - TB State FY 13 renewal request.
05/29/12 - AI-32428 - TB Federal FY 13 renewal request.
06/12/12 - AI-32587 - RLSS / LPHS renewal request.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-006-3-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

RLSS / LPHS Grant Award = $102,403.00.
No Local Match

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-008-3-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

TB - State Grant Award = $455,507.00
TB - Program Income = $25,000.00
No Local Match

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-011-3-XXX

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

BUDGETARY IMPACT:

TB - FEDERAL Grant Award = $433,127.00
No local match

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-012-3-XXX

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

BUDGETARY IMPACT:

Immunization Grant Award = $649,320.00
Immunization Program Income = $130,000.00
No local match

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-013-3-XXX

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

BUDGETARY IMPACT:

PHEP Grant Award = $681,787.00.
Local Match = $68,179.00

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-047-3-XXX

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

BUDGETARY IMPACT:

PPCPS / BDS Grant Award = $62,438.00
Local Match = $6,938.00

Attachments

Attach #4 (B)- PHEP
Core Contract
FFATA Cert
Attach #1- TB Prevent. & Control State (TB Control)
Attach #2- RLSS/Local Pub Health Syst.-PnP
Attach #3-PPCPS- BDS (Bioterror. Discre Section)
Attach #4 (A)- PHEP
Attach #5- Immunization Branch (Locals)
Attach #6- TB Prevent. & Control Federal (TB Elimination)
Salary Projections
certification of revenues- Program Income (TB State and Immunization)
cert of revenues
Budget Appropriations

Form Review

Form Started By: Mike Escaname Started On: 08/24/2012

Final Approval Date: 08/24/2012

EXHIBIT A

Public Health Emergency Preparedness Work Plan

For

Local Health Departments

PPCPS/HAZARDS

Funding Opportunity Number CDC-RFA-TP12-1201

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). The funding opportunity announcement addresses alignment of the Public Health Emergency Preparedness (PHEP) Program and the Hospital Preparedness Program (HPP) through a five-year project period from 2012 to 2017,as noted in Section I. Statement of Work of the Program Attachment.

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

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

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

I. Public Health Preparedness Capabilities

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

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

During this project period, Texas Department of State Health Services (DSHS) with consultation from the CDC intends to foster closer alignment between the PHEP Program and Hospital Preparedness Program. Grant alignment is a long-term initiative that will continue to evolve throughout the project period as PHEP and HPP seek additional opportunities to improve administrative and programmatic collaboration. DSHS recognizes that the capabilities required to fulfill HPP and PHEP programmatic goals differ but that increased collaboration will serve to strengthen both programs.

In 2011, CDC released a Public Health Capabilities Planning Model that describes a high-level planning process public health departments may wish to follow as they address the 15 public health capabilities. The planning model allows local health departments to use the public health preparedness capabilities to a) determine preparedness priorities, b) plan appropriate preparedness activities, and c) demonstrate and evaluate achievement of capabilities through exercises, planned events, and real incidents. Contractors are encouraged to use routine activities and real incidents to demonstrate and evaluate the public health preparedness capabilities.

DSHS with consultation from the CDC strongly recommends that local health departments utilize a prioritization strategy to determine their work and the resulting investments regarding the 15 public health preparedness capabilities across the five-year project period based upon:

1) Jurisdictional risk assessments (reference the capability standards document for details on the Community Preparedness Capability 1 and requirements for risk assessments);

2) Current capabilities assessments and gap analyses identified using CDC's *Public Health Preparedness Capabilities: National Standards for State and Local Planning* as well as a self-assessment process utilizing CDC's Capabilities Planning Guide (CPG); and

3) CDC's recommended tiered strategy for capabilities outlined below

Tier 1 Public Health Preparedness Capabilities:

- Public Health Laboratory Testing
- Public Health Surveillance and Epidemiological Investigation
- Community Preparedness
- Medical Countermeasure Dispensing
- Medical Materiel Management and Distribution
- Responder Safety and Health
- Emergency Operations Coordination
- Emergency Public Information and Warning
- Information Sharing

Tier 2 Public Health Preparedness Capabilities:

- Non-Pharmaceutical Intervention
- Medical Surge*
- Volunteer Management*
- Community Recovery
- Fatality Management*
- Mass Care

*PHEP funding should support the development of these Tier 2 capabilities in coordination with HPP activities.

Activity 1 for Section I, PHEP Capabilities: Continue to Conduct Jurisdictional Risk Assessments

Local health department personnel, DSHS health service regional staff, and DSHS central office staff developed the Texas Public Health Risk Assessment Tool (TPHRAT) during budget period 2011 to 2012 for use by local health departments in Texas to conduct jurisdictional risk assessments. The tool incorporates a capability-based approach and includes the identification of potential hazards, vulnerabilities, and risks within communities that relate to the public health, medical, and mental/behavioral health systems inclusive of at-risk individuals (See Public Health Preparedness Capability 1 of the *Public Health Preparedness Capabilities: National Standards for State and Local Planning* document.)

Jurisdictional risk assessments should be developed in coordination with hospital preparedness partners, emergency management, and other community partners. The Threat Hazard Identification Risk Assessment (THIRA) from the Department of Homeland Security is a reference document for conducting jurisdictional risk assessments. The document is located at the following link:

http://www.dhs.gov/xlibrary/assets/rma-strategic-national-risk-assessment-ppd8.pdf

Deliverable 1 for Activity 1 for Section I, PHEP Capabilities

Status reports on the risk assessments using a template provided by DSHS must be submitted to DSHS within an established timeframe designated by DSHS in order to complete consolidation of statewide reporting to CDC.

Deliverable 2 for Activity 1 for Section 1, PHEP Capabilities

Local jurisdictional risk assessments using the TPHRAT or data from the TPHRAT sufficient to meet the requirement from CDC for a state-level, awardee jurisdictional risk assessment must be submitted to DSHS within an established timeframe designated by DSHS in order to complete consolidation of statewide reporting to CDC.

Activity 2 for Section 1, PHEP Capabilities: Continue to Perform Capability Assessments

CDC developed the Capabilities Planning Guide as a tool for local health departments to utilize in performing capabilities assessments. The document is located at the following link:

http://www.dshs.state.tx.us/commprep/phep/PHEP_CPG.aspx

Data analyses from the files associated with the link will result in a report from CDC intended to assist local health departments in prioritizing levels of action to address functions within capabilities. The levels of actions are:

1. no action necessary (no recommendation)
2. sustain
3. address as low priority
4. address as medium priority
5. address as high priority
6. address as very high priority

Deliverable 1 for Activity 2 for Section 1, PHEP Capabilities

Capabilities Planning Guide files must be submitted to submitted to DSHS within an established timeframe designated by DSHS in order to complete consolidation of statewide reporting to CDC. Capabilities Planning Guide files must be submitted to DSHS via the following email address: phep@dshs.state.tx.us

Activity 3 for Section 1, PHEP Capabilities: Utilize CDC's Recommended Tiered Strategy as a Planning Component for the Health Department's Capability Prioritization

CDC's tiered strategy emphasizes Tier 1 capabilities because these capabilities provide the foundation for public health emergency preparedness. PHEP recipients should build priority resource elements in Tier I capabilities prior to comprehensive or significant investment in Tier 2 public health emergency preparedness capabilities.

Deliverable 1 for Activity 3 for Section 1, PHEP Capabilities (dependent on possible CDC request during the budget period)

Status reports on utilizing the tiered strategy using a template provided by DSHS must be submitted to DSHS within an established timeframe designated by DSHS in order to complete consolidation of statewide reporting to CDC should CDC require reporting of such utilization.

II. Annual Requirements

Contractors are required to submit plans, status reports, and program and financial data, outlining progress in addressing annual requirements including evidence-based benchmarks and objective standards and performance data. Reports will also include information on outcomes of annual preparedness exercises regarding strengths, weaknesses and associated corrective actions, accomplishments highlighting the impact and value of the PHEP program in local jurisdictions; and descriptions of incidents requiring activations of emergency operations centers. Reports must describe the preparedness activities that were conducted with PHEP funds, the purposes for which PHEP funds were spent and the recipients of the funds; describe the extent to which the Contractor has met stated goals and objectives. To assist Contractors, DSHS will provide

a template consistent with information required by CDC to meet the following annual planning/reporting requirements for 2012 to 2013. .

1) HPP and PHEP Program Alignment
Contractors must demonstrate progress in coordinating public health and healthcare preparedness program activities and leveraging funding to support those activities as well as tracking accomplishments highlighting the impact of the HPP and PHEP programs in contractors' jurisdictions.

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

3) Exercise Planning and Implementation
Contractors must revise current multi-year exercise plans or develop a new plan for conducting exercises to test public health and healthcare preparedness capabilities. As part of this process, contractors must conduct one joint, full-scale exercise within the five-year project period. Joint exercises should meet multiple program requirements including PHEP, HPP, and Strategic National Stockpile requirements to minimize the burden on exercise planners and participants. Exercise plans must demonstrate coordination with relevant entities and include methods to leverage resources to the maximum extent possible. Exercise plans must be submitted to DSHS annually. Plans must include exercise schedules and describe exercise goals and objectives, identified capabilities to be tested, inclusion of at-risk individuals, participating partner organizations, and previously identified improvement plan items from real incidents or previous exercises. The multi-year plan must be updated annually.

4) Healthcare Coalition Planning
Contractors must contribute to successful coordinated preparedness. To do so, a plan must be developed to coordinate preparedness efforts among healthcare, public health, and behavioral health at the healthcare coalition level. This plan must include the strategy used by public health, healthcare, and mental health partners to encourage coordinated preparedness with preparedness partners at the jurisdictional level. The plan must also include a strategy to achieve mutual understandings among emergency response disciplines regarding respective roles in public health emergency preparedness and response. Plans must be submitted by to DSHS on a template provided by DSHS and within an established timeframe designated by DSHS in order to complete consolidation of statewide reporting to CDC.

5)Volunteer Recruitment and Management (Capability 15, Volunteer Management): Contractor shall document efforts for volunteer recruitment and

management such as development of a Medical Reserve Corps or community equivalent and use of the Texas Disaster Volunteer Registry.

6) Coordination among cross-cutting public health preparedness programs
PHEP program components as a whole should complement and be coordinated with other public health and healthcare programs as applicable. For example, some functions within the Public Health Laboratory, Public Health Surveillance and Epidemiological Investigation and Information Sharing capabilities may mutually support activities as described in CDC's Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement. Contractors should work with immunization programs and partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.

7) Stakeholder Engagement (Capability 1, Community Preparedness Function 2 and Capability 2, Community Recovery, Function 1): Contractors shall identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of the older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet these needs.

8) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness, Function 2): Contractor shall describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans.

9) National Incident Management System (NIMS) (Capability 3, Emergency Operations Centers, Function 1):
Contractors should have plans, processes, and training in place to meet NIMS compliance requirements.

10) Public Health, Mental/Behavioral Health, and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation).

Describe plans to address the public health, mental/behavioral health, and medical needs of at-risk individuals in the event of a public health emergency. The definition of at-risk individuals is available at:
http://www.phe.gov/Preparedness/planning/abc/Documents/at-risk-individuals.pdf

11) Situational Awareness

Contactors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

12) Fiscal and Programmatic Systems Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

13) One Annual Preparedness Exercise

Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification as soon as possible prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

The exercise can include a tabletop exercise, a drill, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. CDC encourages PHEP recipients to exercise all preparedness capabilities; however, annual drills conducted to meet CDC's medical countermeasures dispensing and distribution (MCMDD) composite score can satisfy this requirement.

Activities for Section II, Annual Requirements

Local health departments have the flexibility to determine jurisdiction-specific activities for annual requirements.

Deliverables for Section II, Annual Requirements 1 and 2 and 4 through 12

Progress reports, program data, plans, and financial data from local health departments are deliverables for annual requirements 1 through 12. DSHS will provide templates for reports that are consistent with information requests from CDC in order to meet reporting requirements within a timeframe necessary to complete consolidation of statewide reporting to CDC.

Deliverable 1 for Section II, Annual Requirement 3
(Exercise Planning and Implementation)

Contractors must revise a current exercise plan or develop a new one and submit the plan to DSHS during Budget Period1 by a date to be determined following input from local health departments.

Deliverable 1 for Section II, Annual Requirement 13
(One Annual Preparedness Exercise)

Submit an exercise notification to DSHS as soon as possible during the planning process for the exercise.

Deliverable 2 for Section II, Annual Requirement 13
(One Annual Preparedness Exercise)

Submit an HSEEP-compliant After Action Review/Improvement Plan to DSHS within 60 days of the exercise.

III. CDC-Defined Performance Measures

Performance measures are key tools to determine program effectiveness and may focus on any level of public health service delivery including local health departments, public health laboratories, healthcare coalitions, and healthcare organizations. DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors will not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data for Budget Period 1 (2012 to 2013) on the following public health preparedness capabilities:

Community Preparedness, Capability 1
Emergency Operations Coordination, Capability 3
Emergency Public Information and Warning, Capability 4
Fatality Management, Capability 5
Information Sharing, Capability 6
Medical Countermeasures Dispensing, Capability 8
Medical Material Management and Distribution, Capability 9
Public Health Surveillance and Epidemiological Investigation, Capability 13
Volunteer Management, Capability 15

To reduce reporting burden, CDC may provide the option for states to report data for select performance measures from a sample of counties within each state (as opposed to reporting data from all counties or all local health departments). Further detail on performance measures and reporting requirements for 2012-2013 will be provided to DSHS by the CDC in the future, and DSHS will share this information with Contractors.

The list and requirements for reporting mid-year and annual or other performance measures may change as performance measures are developed, refined, and released by CDC.

Capability	Performance Measure
Community Preparedness	**Median number of community sectors in which local health departments (LHDs) identified key organizations to participate in public health, medical, and/or mental/behavioral health-related emergency preparedness efforts**

	Median number of community sectors that LHDs engaged in using hazards, and vulnerabilities assessment (HVA) data to determine local hazards, vulnerabilities, and risks that may impact public health, medical, and/or mental/behavioral health systems and services
	Proportion of key organizations that LHDs engaged in a significant public health emergency preparedness activity
	Median number of community sectors that LHDs engaged in developing and/or reviewing a community recovery plan related to the restoration and recovery of public health, medical, and/or mental/behavioral health systems and services
Emergency Operations Coordination (EOC)	**Time for pre-identified staff covering activated public health agency incident management lead roles (or equivalent lead roles) to report for immediate duty**
	Production of the approved Incident Action Plan (IAP) before the start of the second operational period
	Time to complete a draft of an After Action Report (AAR) and Improvement Plan (IP)
Emergency Public Information and Warning	**Time to issue a risk communication message for dissemination to the public**
Fatality Management	**Percent of LHDs that have defined fatality management roles and responsibilities of public health in relation to those of key local partners (e.g., emergency management, coroners and medical examiners, and funeral directors)**
Information Sharing	**Proportion of LHDs that can share basic epidemiological and/or clinical data with relevant healthcare organizations (HCOs)** **HPP-PHEP 6.1: Percent of local partners that reported requested Essential Elements of Information (EEI) to health and medical lead within the requested timeframe**

Medical Countermeasure Dispensing and Medical Material Management and Distribution	**Medical Countermeasure Distribution and Dispensing (MCMDD) composite measure**
	MCMDD composite measure score will be calculated annually based on performance data collected from the following preparedness activities:
	• Technical Assistance Review
	• DSNS operational drills
	• Compliance with programmatic standards
	  o Points of dispensing standards data submission
	  o Medical countermeasure distribution standards data submission
	• Full-scale exercises (FSE)
	  o Medical countermeasure distribution
	  ▪ States are required to perform one FSE within the 2011-2016 performance period.
	  o Medical Countermeasure dispensing
	  ▪ Each local CRI jurisdiction is required to perform one FSE within the 2011-2016 performance period.

Public Health	**Proportion of reports of selected reportable diseases received by a**

Surveillance and Epidemiological Investigation	**public health agency within the awardee-required timeframe**
	Proportion of reports of selected reportable diseases for which initial public health control measure(s) were initiated within the appropriate timeframe
	Percentage of infectious disease outbreak investigations that generate reports
	Percentage of infectious disease outbreak investigation reports that contain all minimal elements
	Percentage of EI of acute environmental exposures that generate reports
	Percentage of EI reports of acute environmental exposures that contain all minimal elements
Volunteer Management	**Proportion of LHDs that have plans, processes and procedures in place to manage volunteers supporting a public health or medical incident** **HPP-PHEP 15.1: Proportion of volunteers deployed to support a public health/medical incident within an appropriate timeframe**

IV. Evidence-based Benchmarks and Pandemic Influenza Plans (PAHPA Benchmarks)

CDC specified a subset of measures and select program requirements as benchmarks as mandated by Section 319C-1 and 319C-2 of the PHS Act as amended by the Pandemic and All Hazards Preparedness Act (PAHPA). To substantially meet a benchmark, Contractors must provide complete and accurate information describing how the benchmark was met. DSHS and the CDC expect Contractors to achieve, maintain, and report on benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for year one.

1. Adherence to PHEP Reporting Deadlines

Deliverable 1 – Contractors will prepare and submit a PHEP Budget Period 1 mid-year progress report to DSHS using a template provided by DSHS that captures reporting information and data required by CDC. The report is due to DSHS on a date to be determined pending release of the report template from CDC and likely around mid-January 2013. More information on the report is found in the Statement of Work, Section II.

2. Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures: Texas must meet a minimum overall Medical Countermeasure Dispensing and Distribution (MCMDD) composite benchmark of 52 for Budget Period 1. Technical Assistance Review (TAR) performance scores from local health departments contribute to the Texas score.

   Contractors must participate in an annual Technical Assistance Review (TAR). The process includes reviews of documents to support compliance with established medical countermeasure distribution and dispensing standards, target measures, and metrics as described in CDC's MCMDD Composite Guide. The guide is available at DSHS SharePoint portal.

   Contractors will submit data elements for all dispensing sites and modalities that have been identified within the jurisdiction to support a mass prophylaxis scenario to DSHS as part of the TAR process.

   Contractors will conduct a minimum of three (3) different drills (not the same drill performed three times) conducted within each planning/local jurisdiction during year one. The range in scope of available drills provides Contractors with flexibility in meeting the annual drill requirements. The three (3) required drills may be chosen from any of the eight (8) available drills as indicated on the Division of Strategic National Stockpile (DSNS) Extranet website. Drill data and/or Homeland Security Exercise and Evaluation Program (HSEEP) After Action Reports/Improvement Plans for drills (as indicated) must be submitted to DSHS by April 13, 2013.

   Contractors must conduct one (1) full-scale Strategic National Stockpile (SNS) exercise within the five year performance period of 2011-2016 that tests and validates medical supplies distribution and dispensing plans. Results and documentation of medical countermeasure distribution and dispensing full-scale exercise(s) must be developed in accordance with HSEEP standards. Each Contractor will be required to participate in one (1) exercise that demonstrates capabilities for medical countermeasure dispensing operations during the five year performance period. Contractors are encouraged to work with other emergency response agencies or hospital preparedness programs to develop or leverage existing activities to meet the medical countermeasure distribution and dispensing exercise objectives. Details on the scope and format for reporting these exercise requirements will be provided by DSHS through subsequent guidance at a later date.

   Contractors will demonstrate compliance with established medical countermeasure distribution and dispensing standards. Target measures and required data submission will be detailed in supplemental guidance at a later date. Through these activities, contractors will meet the performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment associated with medical countermeasures.

3. Submission of Pandemic Influenza Plans

Section 319C-1 of the PHS Act, as amended by the Pandemic and All Hazards Preparedness Act (PAHPA), currently requires annual submission of influenza pandemic plans. DSHS will provide further information on the 2012 submission upon release of such information from CDC.

Appendix 1

Definitions for the Public Health Capability Model

The **Capability Definition** defines the capability as it applies to state, local, tribal, and territorial public health.

The **Function** describes the critical elements that need to occur to achieve the capability.

The **Performance Measure(s)** section lists the CDC-defined performance measures, if any, associated with a function.

The **Tasks** section describes the steps that need to occur to complete the functions.

The **Resource Elements** section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) *Planning:* standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.

2) *Skills and Training:* baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.

3) *Equipment and Technology:* equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.

4) **Note**: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must *have* or *have access to* the **priority** resource elements. Remaining resource elements are recommended for consideration by Contractors.

Appendix 2

Appendix 2

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance
- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience
- Community Preparedness
- Community Recovery

Countermeasures and Mitigation
- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management
- Emergency Operations Coordination

Information Management
- Emergency Public Information and Warning
- Information Sharing

Surge Management
- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

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1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

RECEIVED
Hidalgo County Health
& Human Services Department
JUL 23 2012
1304 S. 25th Ave.
Edinburg, Texas 78542

July 19, 2012

Dear Contractor,

Enclosed is your Department of State Health Services (DSHS) contract. Please sign and return both sets of the contract to this unit as soon as possible. Also included, is the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that needs to be completed each fiscal year. Additional information regarding this federal requirement is available on the DSHS website at **http://www.dshs.state.tx.us/grants/.**

To expedite contract execution, please overnight the contract to the physical address below. Your contract will be signed by DSHS and a fully executed contract will be returned to your agency.

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

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

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

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886 Attention: Rosalyn Lazare-Payne Department of State Health Services 1100 W.49th Street Austin, TX 78756	Client Services Contracting Unit MC 1886 Attention: Rosalyn Lazare-Payne Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Rosalyn Lazare-Payne at (512) 776- 2684 or via email at Rosalyn.Lazare-Payne@dshs.state.tx.us

Sincerely,

Bob Burnette

Bob Burnette, Director
Client Services Contracting Unit
Enclosures

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-041204 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $2,384,582.00, 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 09/01/2012 and ends on 08/31/2013. 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:

2013-041204-001 Tuberculosis Prevention and Control - State
2013-041204-002 RLSS/LOCAL PUBLIC HEALTH SYSTEM-PnP
2013-041204-003 Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre
2013-041204-004 Public Health Emergency Preparedness (PHEP)
2013-041204-005 IMMUNIZATION BRANCH - LOCALS
2013-041204-006 Tuberculosis Prevention and Control - Federal

c. General Provisions (Sub-recipient)
d. Solicitation Document(s) (N/A)

e. Contractor's response(s) to the Solicitation Document(s) (N/A)
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: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Lucina Suarez, Ph.D.

Acting Assistant Commissioner for
Prevention and Preparedness Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.776.7111

Lucina.suarez@dshs.state.tx.us

HIDALGO COUNTY

By:_____
Signature

_____
Date

Ramon Garcia, Hidalgo County Judge
Printed Name and Title

1615 S. Closner Suite J
Address

Edinburg, TX 78539
City, State, Zip

(956) 318-2600
Telephone Number

ramon.garcia@co.hidalgo.tx.us
E-mail Address for Official Correspondence

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature _____ Date _____

Ramon Garcia
Print Name of Authorized Individual

2013-041204
Application or Contract Number

HIDALGO COUNTY
Organization Name

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY13)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Hidalgo County	Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956) 318-2600
Primary Address of Contractor: 1615 S. Closner Suite J Edinburg, TX 78539	**FFATA Contact #2 Name, Email and Phone Number:** Ray Eufracio ray.eufracio@auditor.co.hidalgo.tx.us (956) 318-2511
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 9 - 6 3 6 2	**DUNS Number: 9-digits Required www.ccr.gov** 1 0 3 1 1 0 8 3 4
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 1 7 4 6 0 0 0 7 1 7 6 0 6 0	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Ramon Garcia	
Title of Authorized Representative	**Date**
Hidalgo County Judge	

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY13)

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

CONTRACT NO.2013-041204
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Tuberculosis Prevention and Control - State

TERM:09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area of Hidalgo, Contractor shall develop and provide basic services and associated activities for tuberculosis (TB) prevention and control, and expanded outreach services to individuals of identified special populations who have TB and/or who are at high risk of developing TB.

Contractor shall provide these services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2008-final.doc;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at http:// www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf;
- DSHS' TB Policy and Procedures Manual, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) at http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at

http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452(08)70243-3;

- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm;
- Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children at http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf;
- Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents at http://www.cdc.gov/mmwr/pdf/rr/rr58e324.pdf; and
- Updated Guidelines on Managing Drug Interactions in the Treatment of HIV-Related Tuberculosis at http://www.cdc.gov/tb/publications/guidelines/TB_HIV_Drugs/default.htm.

Contractor shall comply with all applicable federal and state regulations and statues, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B;
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

All references to TB cases or suspected TB cases refer to active TB disease unless otherwise stated. All references to latent TB infection (LTBI) refer to the condition where infection has occurred but there has not been progression to active TB disease.

Contractor shall monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates. On a monthly basis, the Contractor shall perform a count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS and reconcile the quantities by product and lot number found by this direct count with the quantities by product and lot number listed in the electronic inventory management system furnished by DSHS. All these tasks shall be performed by the Contractor using the designated database and the designated procedures

Contractor shall perform all activities under this Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved

work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff's working on activities under this contract are made aware of the change(s).

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 those projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

REPORTING:

Due to the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of the Program Attachment, required reporting under this Program Attachment will show results for work performed under previous Program Attachments.

Contractor shall provide a complete and accurate annual narrative report, in the format provided by DSHS, demonstrating compliance with the requirements of this Program Attachment. The report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. The narrative report shall be sent to the Department of State Health Services, Tuberculosis Services Branch, Mail Code 1873, 4110 Guadalupe, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512)371-4675, or e-mail to TBContractReporting@dshs.state.tx.us.

Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January – December 2012	February 15, 2013

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification.

Updates to initial DSHS Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30) calendar days from when a change in information in a required

reporting field occurs to DSHS at 4110 Guadalupe, Mail Code 1873, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS Report of Contacts Form (TB-340 and TB-341).

New follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of ninety (90) days, 120 days, and two (2) years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Program Attachment. Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine and report annually the number of persons which receive at least one (1) TB service including but not limited to tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

Contractor shall evaluate and monitor Class B immigrants and when needed place them on appropriate prophylaxis for successful completion of treatment. Immigrant notifications shall be obtained through the Electronic Disease Notification (EDN) system. The TB Follow-up Worksheet in EDN shall be completed for all immigrants whose notification was obtained through EDN.

Contractor shall evaluate refugees and other at-risk clients referred by the Refugee Health Program for further clinical evaluation and when needed place those refugees on appropriate prophylaxis and monitor them for successful completion of treatment. The TB Worksheet in EDN shall be completed on refugees and other at-risk clients who are reported through EDN.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT). If data indicates a compliance rate for this Performance Measure of less than 90%,

then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;

   **Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.* If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97.4%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the reporting schedule provided in Section 1, B herein. If fewer than 80% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93.2% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this

Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 81.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 65%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 89.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

12. All reporting to DSHS shall be completed as described in Section I, B-Reporting and submitted by the deadlines given.

If the Contractor fails to meet any of the performance measures, the Contractor shall furnish in the narrative report, due February 15, 2013, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

SECTION III. SOLICITATION DOCUMENT:

Exempt Governmental Entity

SECTION IV. RENEWALS:

None

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) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
PO 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.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *STATE*

DUNS #103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article III. Funding, Section 3.06 Nonsupplanting**, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

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.

Categorical Budget:

PERSONNEL	$327,193.00
FRINGE BENEFITS	$101,495.00
TRAVEL	$6,966.00
EQUIPMENT	$0.00
SUPPLIES	$7,853.00
CONTRACTUAL	$0.00
OTHER	$12,000.00
TOTAL DIRECT CHARGES	$455,507.00
INDIRECT CHARGES	$0.00
TOTAL	$455,507.00
DSHS SHARE	$455,507.00
CONTRACTOR SHARE	$25,000.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $455,507.00

Financial status reports are due: 12/31/2012, 03/29/2013, 06/28/2013, 10/30/2013

DSHS CONTRACT NUMBER: 2013-041204-001
HIDALGO COUNTY
TB/PC-STATE
EXHIBIT A WORK PLAN

Applicant shall describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see WORK PLAN Requirements) associated with the services proposed in this proposal.

1. During FY 13, the Hidalgo County Health & Human Services Department (HCHHSD) purposes to continue to serve the area of Hidalgo County, with populations to be served; but not limited to: HIV/AIDS; silicosis;chronic renal failure/hemodialysis; hematologic/ reticuloendothelial malignancy; head/neck cancer; immunosuppression; jejunoileal bypass; solid organ transplantation; radiographic evidence of old, untreated TB; injection drug use; close contacts to active highly infectious TB case (including children < 5 yrs old who are TST negative). Recent convertor (within last 2 years); gastrectomy; diabetes mellitus (insulin requiring or poorly-controlled); recent immigrant (5< yrs) from endemic country; Targeted communities: underdeveloped colonias and housing projects with low income and newly immigrant population; Salvation Army homeless shelter; ESL (English as a Second Language) Progam based out of public schools; Drug and Alcohol Counseling Centers; Dentention Center (1200) and County Jail (1200 beds). HCHHSD does not propose to subcontract TB services. The HCHHSD will continue to provide TB services to neighboring counties thru regional referrals and to Mexico thru the Bi-National Program.
2. The HCHHSD is under the jurisdiction of the County Judge and County Commissioners. The HCHHSD consists of seven comprehensive clinics that are located throughout the county and one centralized pulmonary clinic. The department has policies and procedures in providing client services, hiring personnel, professional and support staff training, quality assurance, and peer review (Attachment 1 Organizational Chart).
   The HCHHSD continues to participate in research projects with the UT-Health and Science Center in San Antonio, TB consortium and Study 29 "-X"; UT-Brownsville School of Public Health and TB research program on Texas-Mexico border. UTB continues to work with and depend on the DSHS Regional TB Physician to conduct client assessments and follow ups. The HCHHSD also depend on the support of TCID in the treatment of critical TB clients that are not able to receive the essential care locally.
   The HCHHSD continues to utilize DSHS support for technical assistance, professional and support staff training, and service delivery policies for the TB program.
   Historically the HCHHSD has been supported by local funds to supplement the TB program (by 60%↑). The departments Chief Financial officer and the County Auditor ensure that TB funds are expended appropriately as per DSHS Grant Management requirements. The TB Program collaborates and networks with local providers and hospitals to expand active TB surveillance, to identify and treat TB cases/suspects in a timely manner. The TB program consists of one pulmonary clinic in Edinburg. The TB Program staff currently consists of one TB Program Manager, one RN Supervisor, two staff RN's, 5 LVN's, 7 Outreach Worker's and 3 Clerk's. The nurses assess, educate, treat and follow-up TB cases/suspects. The Outreach Workers are utilized to deliver DOT to TB cases/suspects. The complexity of the TB cases continue to rise. Thus, comprehensive nursing staff are utilized to assist with the LTBI caseload. DSHS and Hidalgo County partnership is crucial to ensure appropriate treatment and follow-up of TB case/suspects.
3. HCHHSD will collect at least one TB service including but not limited to tuberculin skin test, chest radiographs, health care worker services or treatment with one or more anti-tuberculosis medications in 2012 This data continues to be collected manually thru daily tally sheets and Microsoft access program; and compile into monthly reports.

4. The TB nurses collect and tabulate data in state and county TB forms and submit to TB Records Manager for tabulating and reporting. These activities are conducted daily. During FY 13 the HCHHSD will conduct community surveillance to identify unreported cases of TB and individuals suspected of having TB infection by conducting: targeted screening of high risk population areas identified thru mapping of cluster cases in Hidalgo County; proactive surveillance activity to hospitals, labs, pharmacies, private providers, schools, and Veterinary Hospitals. Also, provide physician offices with information regarding TB case management, referrals of high risk individuals placed on treatment for LTBI, and referral of TB Suspects. Currently Microbiology Lab and local hospitals conduct acid-fast basilli smears and cultures for mycobacterium tuberculosis complex. The HCHHSD will continue to document outbreaks on the Incident Report EF 12-12104 (2/2005).
5. The nurses collect and enter the data in the appropriate TB forms, and in the TWICES Program daily. The data collected is reviewed by the TB Records Manager and the RN Supervisor for completeness, accurate and timeliness. In addition, monthly case management reviews are conducted by the TB Program Manager, RN Supervisor, and TB nurse case managers to monitor compliance of TB Program standards, policies and procedures.
6. During FY 13 the HCHHSD will coordinate with other health and human services providers in the service area to avoid duplication of services by: maintaining a record of clients referred; educating the Department of Human Service's to identify clients who are seeking assistance for TB; maintaining the pro-surveillance reporting system thru hospital infection control nurses nine (9) local hospitals; private laboratories, private physicians, and university research projects.
   The HCHHSD will continue to work with the following Hidalgo County community programs: University of Texas- Pan American/BSN nursing program; provide students with hands on experience in tuberculosis; El Milagro and Nuestra Clinica del Valle, who serve low income/undocumented clients; Salvation Army-homeless shelter; Avance- a community base organization that promote health wellness thru the use of promotoras; Drug and Alcohol Counseling Centers; East Hidalgo Detention Center (1200 beds); Hidalgo County Jail (1200 beds); Family Doctors/Pulmonologist-refer TB suspects to rule out tuberculosis; Local Hospitals (9)- McAllen Medical Center, Mission Hospital, Edinburg Regional, Rio Grande Regional, Heart Hospitals, Knapp Medical Hospital, Doctors Hospital at Renanissance, Driscol Children's Hospital, Corner Stone Hospital; and Life Care Hospital;Birth Center; Holy Family Services; Nursing Homes; Tropical Texas –MHMR; Texas Department of Human Services; Veterans Department Clinic; Rio Grande Food Pantry; Catholic Social Services; Housing Authority; Texas Interagency Council on Early Childhood Intervention (ECI) of Region 1; Texas Department of Protective and Regulatory Services, Valley Aid Council; TB Net; TB Cure; Hospice in McAllen, Tx., and Rehabilitation Centers.
   While providing targeted testing at the community based organizations; the high risk population nurse provides TB education on a monthly basis. TB training and referral process is provided to local providers on an as needed basis. The HCHHSD provides a reportable condition seminar to local hospitals and local providers and are given TB educating and information on paper reporting of TB suspects/cases.
7. The HCHHSD has not had any changes in providing services to culturally diverse populations. The county is approximately 89 percent white Hispanic, 9 percent white/non-hispanic, and 2 percent other (Black, Asian, other). All of our clinic staff are bilingual (English/Spanish). If needed, additional interpretation services and language translation is available thru contractual services provided by the department. Also, the HCHHSD has strived to maintain all health facilities ADA complaint. And also, the HCHHSD clinics are accessible to provide TB services to contacts/cases/suspects and LTBI's as needed thru out the county. The TB nurses and outreach workers are accessible and travel to clients homes and/or other designated areas to provide TB client services. Service hours are 7:30 AM to 5:30 PM Monday thru Thursday & 8:00 AM to 5:00 PM Friday however; TB staff are accessible after hours and weekends as the need arises.

8. During FY 13 the HCHHSD will conduct management of TB cases and suspects with emphasis on provision of Directly Observed Therapy (DOT): 100% of cases/suspects reported to the Hidalgo County Health and Human Services Department will be evaluated for diagnosis and treatment; 90% of TB cases ordered TB drugs will complete course of recommended therapy; 90% of TB suspects/cases ordered TB treatment will be on DOT; longer treatment period for MDR cases may be required. Consultation with experts is also required; DOT's will be administered by nurses and/or delivered by field TB Outreach Worker's; monthly toxicity to observe for side effects will be performed by nurses; monthly monitoring, to evaluate treatment progress, will be conducted by nurses and physician; nurses/TB Outreach Worker will perform toxicity to observe for side effects before each DOT dose is given. The use of incentives/enablers are provided by local funds as available.
9. TB Case Management reviews are conducted monthly by the TB RN Supervisor, TB Physician and TB nurse case managers. The TB cases are evaluated for health care status and treatment plan as per TB standards/policies by the TB Physician & RN Supervisor.
10. The HCHHSD has implemented the cohort analysis of cases by integrating this process with the monthly TB Case Management and monthly TB QA staff meetings to facilitate compliance on a quarterly basis since 2010. The Cohort Review Team consist of the TB Program Manager, TB Clinic Supervisor RN, TB Records Manager, Case Manager and Contact Investigation Team and support from the department Epidemiologist.
11. During FY 13 the HCHHSD will conduct management of contacts and positive reactors with emphasis on Direct Observed Preventive Therapy (DOPT) to LTBI's who are less than five years of age, HIV infected or in the same residence as a case receiving directly observed therapy (DOT). The department has and will continue to comply with the performance measures as described on this RFP, Form F (specifically #'s 9,10 and 12). In addition, contacts with initial negative TB skin test that are < 5 yrs old or immune compromise will start window prophylaxsis on DOPT. Contacts who convert will continue or start treatment for LTBI, as per DSHS/CDC guidelines. DOPT will be considered to other persons at high risk for progression to TB disease as resources allow.
12. The HCHHSD TB Program Manager with the support of the DON, has developed a TB contact investigation team to timely conduct TB contact investigation following DSHS/CDC guidelines. The HCHHSD TB tool/checklist forms are utilized to ensure all areas of the contact investigation are covered; thus, ensuring all areas have been evaluated when fewer than 3 contacts have been identified. In addition, by developing a TB Contact Investigation Team, the department has expedited the interviewing of cases and the evaluation of contacts. The department re-structured the follow-up of LTBI's to improve the completion rate for preventive therapy since 2010. This process includes the disseminating of the LTBI caseload among all the seven comprehensive department clinics; thus being more accessible to the clients. Also, the department will continue to support incentive programs to improve the compliance of LTBI preventive therapy.
13. During FY 13, the HCHHSD will continue to maintain infection control procedures in the Pulmonary and Health Clinics; and will continue to adhere to the departments guidelines for identifying TB infectious patients.

    Administrative Control: medical & nursing staff will follow local policies and procedures in identifying, isolating, evaluating, and treatment of persons likely to have TB; new TB staff will receive 40 hours of TB training, and receive at least 16 hours of training annually thereafter; TB staff will follow the department's policy on employee TB skin testing; every 3-6 months TB skin testing on TST negative TB staff will be conducted; bi-annual monitoring of signs and symptoms for TB on positive reactors will be conducted; will TST all new staff by using 2- step method if documented previous negative skin test; new staff with documented positive TST will assess for signs and symptoms of TB, offer base line chest x-ray, and get medical clearance; will provide a safe working environment for staff; and will provide separate waiting area for non-TB patients.

Engineering Control: will maintain essential equipment functioning properly; will clean bacteriocidal lamps monthly and replace as needed; will monitor negative pressure in the four (4) isolation rooms; will change A/C filters in the hepa filtration units, monthly or sooner if necessary; all maintenance for above controls will be logged by date and type of maintenance provided and by whom; staff providing some of the maintenance will be instructed on the danger of exposure when changing UV lights; will provide training on engineering control maintenance to all essential staff upon hire, yearly & as needed.
Personnel Respiratory Protection: staff will screen and identify patients suspected of TB and will isolate appropriately; cough induced sputums will be collected in a negative pressure room with UV light and hepa filter unit; health care workers collecting sputum will use their personal particulate Inovel1500 N95 respirator and will be re-fitted yearly and as needed; all health care workers will be trained on the use of personal respirators. Health Department clinics with no isolation rooms will collect sputums outdoors in a designated area.

14. During FY 2013, the HCHHSD will conduct targeted TB screening by:
providing TB screening training to private providers; providing TB training to community based organizations; monitoring TB screening at the 1200 bed county jail facility; providing TB screening at the Salvation Homeless Shelter, low income colonias, English as second language (ESL) programs in the schools; providing TB training to nursing homes, and hospital infection control, to encourage TB testing of staff and residents as needed; and providing TB training for promotoras who perform outreach activities.
15. During FY 2013, the HCHHSD will provide professional education and training to train new/current TB staff:
Will provide 40 hours of TB orientation for each TB Health Department employees (nurses, clerks, outreach workers) which include; Introduction of TB program; Role of the Public Health Nurse in TB Communicable Disease Control- Reporting: who, when, what, and where to report; CDC self study modules 1-9 (for nurses); Core Curriculum on Tuberculosis; review of TB Policy and Procedure Manual; review of TB Drugs; and Infection Control. The completion of TB staff (nurse, outreach worker, clerk) orientation and skills will consist of:
    a. Observation and hands on TB training at the Pulmonary Clinic 1-2 months depending on need; and,
    b. Provide at least 16 hours of TB continuing education- by in services provided in house thru webinars or by attending TB workshops annually.
16. During FY 13, the HCHHSD will evaluate all referrals of immigrants and refugees following local guidelines for Aliens with notifications, Class A, Class B-1 Pulmonary, Class B-1 Extrapulmonary, Class B-2 and Class B3 as follows:
Class A (Positive Cases)-
Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 induced and do chest x-ray with MD evaluation; complete TB400 A/B; continue treatment DOT as per MD orders; complete and submit the EDN form to DSHS.
Class B-Pulmonary (no treatment)-
Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 and do chest x-ray with MD evaluation; await culture results and MD recommendations; complete TB400 A/B; complete and submit the EDN form to DSHS.
Class B-1 Pulmonary (complete treatment)-
Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; do chest x-ray and collect sputum if indicated by MD; complete TB400 A/B; complete and submit the EDN form to DSHS.

Class B-1 Extra-pulmonary-
Will open and complete TB record; at initial clinic visit, assess client for signs and

symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; if chest x-ray abnormal, collect sputum if indicated by MD; initiate treatment if indicated by MD; complete TB400 A/B; complete and submit the EDN form to DSHS.
Class B-2 (LTBI)-
Will open and complete TB record; If symptomatic will follow "Guidelines for identifying TB infectious patient in outpatient health department clinic; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; initiate preventive treatment if indicated by MD; complete TB400 A/B; complete and submit the EDN form to DSHS.
Class B-3 (Contact) -
If no TST, apply one; if TST positive, follow same procedure as Class B-2; if TST negative, follow up in 8-10 weeks for 2nd TST; complete TB400 A/B; complete and submit the EDN form to DSHS.

1. Summarize the proposed services, service area, population to be served, location (counties to be served), etc. List subcontractors you will work with in your area. Also, address if and how you will serve individuals from counties outside your stated service area.

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

3. Determine the number of persons who received from the CONTRACTOR in 2012 at least one TB service including but not limited to tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

4. Describe how data is collected and tabulated, who will be responsible for data collection and reporting, and how often data collection activities will occur. Describe how you will conduct community surveillance, to identify unreported cases of TB and individuals suspected of having TB infection. Describe how you will maintain a record of outbreaks, in your area, with a description of the outbreak and how it was managed.

5. Describe how the accuracy, timeliness and completeness of data collected will be assessed and verified. If not already in place, describe how you will develop a written plan to assess the quality of data collected.

6. Describe coordination with the other health and human services providers in the service area(s) and delineate how duplication of services is to be avoided. List other community programs you will be working with in your jurisdiction (community based organizations, private providers, hospitals, and service organizations).

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

8. Describe your strategy for the management of TB cases and suspects, with emphasis on provision of directly observed therapy (DOT); and use of incentives and enablers.

9. Describe your process for review of cases under management.

10. Describe your strategy for the implementation of cohort analysis of cases at least quarterly.

11. Describe your strategy for the management of contacts and positive reactors, with emphasis on directly observed preventive therapy (DOPT).

12. Describe your process for the review of ongoing contact investigations and your strategy to assess reasons for identification of fewer than three contacts for each case; for delays in interviewing cases or evaluating contacts, and low completion of preventive therapy for infected contacts.

13. Describe your infection control procedures.

14. Describe plans to conduct targeted TB screening programs for high-risk populations.

15. Describe your strategy to provide professional education and training programs for new and current TB staff.

16. Describe your strategy to document the evaluation of immigrants and refugees with the following notifications: Class A; Class B1 – Pulmonary; Class B1 – Extrapulmonary; Class B2; Class B3.

DOCUMENT NO. 2013-041204-
ATTACHMENT NO. 002
PURCHASE ORDER NO. 0000385763

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: RLSS/LOCAL PUBLIC HEALTH SYSTEM-PnP

TERM: 09/01/2012 THRU: 08/31/2013

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY11 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. One of the following methods listed below should be selected and used consistently throughout the term of the contract for submitting vouchers and supporting documentation.

- Send as an email attachment to invoices@dshs.state.tx.us (preferred method)
- Fax to Claims Processing Unit at (512)776-7442
- Submit to the following address:

  Department of State Health Services
  Fiscal Claims Processing Unit
  P.O. Box 149347, MC 1940
  Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

DUNS Number: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

General Provisions, Section 12.20 **Equipment (Including Controlled Assets) Purchases**, is revised to include the following:

> For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

2013-041204-002

Categorical Budget:

PERSONNEL	$78,867.00
FRINGE BENEFITS	$22,651.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$885.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$102,403.00
INDIRECT CHARGES	$0.00
TOTAL	$102,403.00
DSHS SHARE	$102,403.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $102,403.00

Financial status reports are due: 12/31/2012, 03/29/2013, 06/28/2013, 10/30/2013

EXHIBIT A
FY 2013 Request for Local Public Health Services Funds
Project Service Delivery Plan

Texas Department of State Health Services

Local Health Department: Hidalgo County
Contract Term: September 1, 2012 through August 31, 2013

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***
1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal health care work force.

Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***
EPHS 3) Inform, educate, and empower people about health status.
EPHS 8) Assure a competent public health and personal health care workforce

Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***
1.1 During FY 12, the HCHHSD will empower the community to emprove their health status by being actively involved in providing health education in promoting wellness and disease prevention.
2.2 During FY 12, the HCHHSD will assure a competent public health and personal health care workforce.

Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***
1.1 During FY 12, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.
2.2 During FY 12, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

Activities *List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.*	**Evaluation and Improvement Plan** *List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.*	**Deliverable** *Describe the tangible evidence that the activity was completed.*
1.1.1 The Public Health Technician I (PHT I) will develop health, wellness, & disease prevention	1.1.1 The Director of Nursing (DON) will monitor & evaluate educational programs presented to the community thru post-	1.1.1. The DON & Public Health Specialist (PHS) will maintain a library

educational programs (power points, video's, DVD's) for community presentations.	presentation participant evaluations.	of all developed educational materials and will secure & keep on file the monthly activity reports.
1.1.2 The PHT I will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.	1.1.2 The DON & Assistant Director of Nursing (ADON) will monitor & evaluate the training programs thru professional staff post-training evaluations.	1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.
2.2.1- The PHS, Educator & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community. 2.2.2 The PHS, Educator & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.	2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.	2.2.1 &2.2.2 Monthly schedules of daily activities are maintained and on file by the PHS. Monthly and quarterly reports are compiled on activities conducted; and, surveys and questionnaires are utilized to measure effectiveness and future planning in all activities.
2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.	2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.	2.2.3 – The monthly schedules of daily activities are maintained & kept on file by the PHS.
3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly. 3.3.2- The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.	3.3.1 The DON and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly. 3.3.2- The DON and ADON and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.	3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel are secured and on file at the Department's Central Office by the DON & Administrative Secretary.
3.3.3- The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).	3.3.3.- The DON and ADON will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis	3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists are kept on file by the DON. The department Staff Development Plan is kept current by the DON; and made accessible to all clinic personnel.

DOCUMENT NO. 2013-041204
PROGRAM ATTACHMENT NO. 003
PURCHASE ORDER NO. 0000386001

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

TERM: 09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

Contractor shall address the following CDC PHEP Capabilities under this Program Attachment:

Tier 1 Capabilities

Capability 3:	Emergency Operations Center Coordination
Capability 6:	Information Sharing
Capability 9:	Medical Material Management and Distribution
Capability 14:	Responder Safety and Health

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Contractor shall purchase the following:

- Inventory and management tracking system to support each of the countermeasure tracking components while having the capability to interoperate. The inventory tracking system shall provide PHEP public health providers with a tool to track medical countermeasure inventory and resources during an event down to the operations including receiving, staging, and storing of all inventory. Project shall be referred to as "Project LHB-55a". The allocation for Project LHD-55a is $4,752.00;
- Four (4) media tablets to exercise the use of systems within emergency operations coordination. Media tablet support WebEOC under this "Project LHD-55b". The allocation for Project LHD-55b is $2,322.00;
- Ham radios to enhance communication capabilities in the rural areas under this "Project LHD-55c". The allocation for Project LHD-55c is $10,800.00;
- Regional/Jurisdictional Trainings. Courses includes, but is not limited to, Basic Disaster Life Support (BDLS), Advance Disaster Life Support (ADLS), Group Crisis Intervention & Peer Support, and Individual Crisis Intervention & Peer Support Training for local health department staff and partners within the Region/Jurisdictional area. This project shall be referred to as "Project LHD-55d". The allocation for Project LHD-55d is $34,875.00; and
- WebEOC Board programming training. Contractor's staff shall travel and participate in WebEOC courses to improve programming during a public health emergency under this "Project LHD-55e". The allocation for Project LHD-55e is $9,689.00.

If applicable, Contractor shall request approval to move funds between projects through the Discretionary Reallocation Form. Requests shall be submitted to the assigned contract manager and to CPSRCT@dshs.state.tx.us.

DSHS encourages partnership and collaboration within, between, and among jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1201. :
- *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:* http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
- Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan;
- Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016;
- Homeland Security Exercise and Evaluation Plan (HSEEP) Documents: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
- Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos): http://www.texasprepares.org/survivingdisaster.htm; and
- Preparedness Program Guidance(s) as provided by DSHS and CDC.

Funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

Contractor is required to provide matching funds for this Program Attachment not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

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

SECTION II. PERFORMANCE MEASURES:

Contractor shall meet and report milestones as developed in coordination with DSHS on each project described in SECTION I. STATEMENT OF WORK.

Contractor shall report the expenditure breakdown and provide an update of progress and activities as outlined in the attached Exhibit A. Contractor shall submit Exhibit A for each project as outlined in SECTION I. STATEMENT OF WORK. Each report will be submitted to PHP.VoucherSupport@dshs.state.tx.us and PHEP@dshs.state.tx.us with each monthly reimbursement request.

The Monthly Exhibit A is due in accordance to the table below:

September 1-September 30, 2012	October 30, 2012

October 1-October 31, 2012	November 30, 2012
November 1-November 30, 2012	December 31, 2012
December 1-December 31, 2012	January 30, 2013
January 1-January 31, 2013	February 28, 2013
February 1-February 28, 2013	March 29, 2013
March 1-March 31, 2013	April 30, 2013
April 1-April 30, 2013	May 30, 2013
May 1-May 31, 2013	June 28, 2013
June 1-June 30, 2013	July 30, 2013
July 1-July 31, 2013	August 30, 2013
August 1-August 31, 2013	September 30, 2013

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment at DSHS's 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) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

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

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

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA* # 93.069

DUNS NUMBER: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, **Reporting** Section 1.03, is revised to include:

> Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.
>
> Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

General Provisions, **Payment Methods and Restrictions** Article IV, **Billing Submission** Section 4.02, is amended to include the following:

> Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than July 30, 2013 for costs incurred between the services dates of September 1, 2012 and June 30, 2013.

General Provisions, ARTICLE IV. **PAYMENT METHODS AND RESTRICTIONS,** Section 4.04 **Working Capital Advance** is amended to include the following**:**

> Contractor shall liquidate or return unused portions of the working capital advance to the Department prior to the end of the Program grant period of June 30, 2013.

General Provisions, **Payment Methods and Restrictions** Article IV **Financial Status Reports (FSRs)** Section 4.05, is amended to include the following**:**

> Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2012 through November 30, 2012. Quarter two shall include December 1, 2012 through February 28, 2013. Quarter three shall include

March 1, 2013 through June 30, 2013. Quarter four shall include July 1, 2013 through August 31, 2013. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, **Terms and Conditions of Payment** Article IV, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article VI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, or backfilling costs for staff.

General Provisions, **General Terms** Article XIII, **Amendment** Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$4,366.00
EQUIPMENT	$12,000.00
SUPPLIES	$5,616.00
CONTRACTUAL	$38,750.00
OTHER	$8,644.00
TOTAL DIRECT CHARGES	$69,376.00
INDIRECT CHARGES	$0.00
TOTAL	$69,376.00
DSHS SHARE	$62,438.00
CONTRACTOR SHARE	$6,938.00
OTHER MATCH	$6,938.00

Total reimbursements will not exceed $62,438.00

Financial status reports are due: 12/31/2012, 04/01/2013, 07/01/2013, 10/31/2013

Equipment List Attached.

Equipment List

Equipment Total: $ 12,000.00

Item #	Equipment Description	Units	Unit Cost	Total
1	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	$5,400.00	$10,800.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR - 10% of Item Cash Match	2	$600.00	$1,200.00

Exhibit A:
Voucher Support Summary for Discretionary Projects

Contractor Name:			
Contract Attachment ID Number:			
Service Date (Monthly Reporting Period) :	From: To:		
Contact:			
Contact's Email:			
Contact's Phone #:			

Instructions:

For each discretionary project contractors are required to submit monthly a detailed accounting of expenditures and activities. Contractors' completion of this form meets this requirement. A separate form is required for each discretionary project.

Section I requires contractors to provide financial information for all service activities. The 'TOTAL' row should include the sum of expenditures and equal the requested reimbursement amount listed on the State of Texas Purchase Voucher (Form B-13). This discretionary report does not take the place of the Form B-13. Contractors must submit this form along with each Form B-13 submitted to DSHS for reimbursement.

Please note, financial information must reconcile with the general ledger. Any expenditures for equipment and contractual must also include the submission of source documentation (invoices) to support the expenditures. Questions regarding this section may be directed to the contractor's assigned contract manager.

Section II requires all contractors complete a series of questions relating to the project status, timeline, and challenges.

Section I

Project Number (*assigned by DSHS Central office)*/ **Project Name Description**	**Total Project Budget**	**Voucher Breakout Amount**	**DSHS HHSAS Line** *(for DSHS use only)*
	$ _____	$ _____ *(This amount should match monthly voucher requested amount.)* ***(Do not include matching funds above.)***	

Section II

Exhibit A:
Voucher Support Summary for Discretionary Projects

Milestones/ Project Timeline	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Include procurement steps and contracting steps												

Risks			
Project Risks:	**Assign Risk Value:**		
Detail project risks. List barriers that may hinder the project's completion.	*1= low probability of occurrence, low impact on the project*	*2= medium probability of occurrence, medium impact on the project*	*3= high probability of occurrence, high impact on the project*
	☐ 1	☐ 2	☐ 3
	☐ 1	☐ 2	☐ 3
	☐ 1	☐ 2	☐ 3
	☐ 1	☐ 2	☐ 3
	☐ 1	☐ 2	☐ 3
Identify any new risks to the project. Detail any changes to risks reported previously.			

Project Status	
Schedule to date:	**Impact on end date on project:**
An assessment of whether the project is ahead or behind of where it was expected to be by the end of this reporting period.	*An assessment of whether the project is expected to finish on time, early or late.*
☐ **Ahead of Schedule** ☐ **On Schedule** ☐ **Behind Schedule** ☐ **Completed**	☐ **Finish Ahead of Schedule** ☐ **Finish on Time** ☐ **Finish Behind Schedule**
Budget to Date:	**Impact on Total Budget of Project:**
An assessment of the budget over/under spend compared to the expected spend at the end of this	*An assessment of final budget – costs and amount of any projected over/under spend plus any impact*

Exhibit A:
Voucher Support Summary for Discretionary Projects

period amount of over/under spend.	*on maintenance or ongoing costs if applicable.*
☐ **On Budget** ☐ **Over Budget** ☐ **Under Budget**	☐ **Final Budget on Track** ☐ **Final Budget Over** ☐ **Final Budget Under**
Work Status: Work Completed	**Impact on Project:**
Describe the products or work completed during this period with explanation of any variance to the expected completion of work.	*An assessment of whether the project is still expected to deliver the products and services with explanation of any variance.*

Issues Arising this Reporting Period
List any issues arising this period with an assessment of impact to the project.

Project Changes		
Provide details on any requested or identified change to the project. Describe new or modified project and/or activities. List any changes to the project and status of the change. Identify any impact on the budget and schedule.		
Fiscal Impact		
☐ **Neutral**	☐ **Increase** **Amount of Increase :** Click here to enter text.	☐ **Decrease** **Amount of Decrease:** Click here to enter text.
Revised Project Total $ Amount	$ Click here to enter text.	
Is DSHS Capital Authority Needed? ***(Not Applicable for LHDs and Universities)***	☐ **Yes** **Amount:** Click here to enter text.	☐ **No**

DOCUMENT NO. 2013-041204
PROGRAM ATTACHMENT NO. 004
PURCHASE ORDER NO. 0000386000

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Public Health Emergency Preparedness (PHEP)

TERM::09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

Contractor shall address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon:

A. A jurisdictional risk assessment;
B. An assessment of current capabilities and gaps; and
C. CDC's recommended tiered strategy for capabilities as listed below.

Tier 1 Capabilities

Capability 12:	Public Health Laboratory Testing
Capability 13:	Public Health Surveillance and Epidemiological Investigations
Capability 1:	Community Preparedness
Capability 8:	Medical Countermeasure Dispensing
Capability 9:	Medical Material Management and Distribution
Capability 14:	Responder Safety and Health
Capability 3:	Emergency Operations Coordination
Capability 4:	Emergency Public Information and Warning
Capability 6:	Information Sharing

Tier 2 Capabilities

Capability 11:	Non-Pharmaceutical Intervention
Capability 10:	Medical Surge
Capability 15:	Volunteer Management

Capability 2: Community Recovery
Capability 5: Fatality Management
Capability 7: Mass Care

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

Capability 2 – Community Recovery:

Definition: Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 4 – Emergency Public Information and Warning:

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Capability 5 – Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health

alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs will continue to be met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Capability 11 – Non-Pharmaceutical Interventions:

Definition: Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

Capability 12 – Public Health Laboratory Testing:

Definition: Public health laboratory testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This

capability supports routine surveillance, including pre-event, incident and post-exposure activities.

Capability 13 – Public Health Surveillance and Epidemiological Investigations:

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Capability 15 – Volunteer Management:

Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

DSHS encourages partnership and collaboration within, between, and among jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1201;
- *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:* http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
- Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
- Budget Period 1 Public Health Emergency Preparedness Work Plan for Local Health Departments, attached as Exhibit A;
- Contractor's FY13 Applicant Information and Budget Detail for FY13 base cooperative agreement;
- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan;
- Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016;
- Homeland Security Exercise and Evaluation Plan (HSEEP) Documents: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
- Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos): http://www.texasprepares.org/survivingdisaster.htm; and
- Preparedness Program Guidance(s) as provided by DSHS and CDC.

Funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The Contractor is required to provide matching funds for this Program Attachment not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate activities and response plans within the jurisdiction, with state, regional, other local jurisdictions, and tribal entities (where appropriate), with local agencies, with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AARs), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises in a format specified by DSHS and in compliance with Homeland Security Exercise and Evaluation Plan (HSEEP) standards.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with the Texas Division of Emergency Management (TDEM) or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

A. Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
B. Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
C. Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
D. Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
E. Reporting immediately all illnesses resulting from bioterrorism, chemical emergencies, radiological emergencies, or other unusual events and data aberrations as compared to background surveillance data to the jurisdiction's respective DSHS Health Service Region (HSR) regional office or to DSHS.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP

cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

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

SECTION II. PERFORMANCE MEASURES:

Contractor must complete performance measures and benchmarks as outlined in the attached Exhibit A, Public Health Emergency Preparedness Work Plan for Local Health Departments, and as noted below:

A. Demonstrated adherence to PHEP reporting deadlines;
B. Demonstrated capability to receive, stage, store, distribute, and dispense material during a public health emergency; and
C. Submission of Pandemic Influenza Operations Plans.

Failure to meet these performance measures may result in withholding a portion of the fiscal year 2013 PHEP base award.

Contractor shall document the following Evidence-based Benchmarks and Pandemic Influenza Plans:

A. <u>Demonstrated adherence to PHEP reporting deadlines.</u>
   1. A PHEP Budget Period 1 mid-year progress report shall be submitted to DSHS within an established timeframe designated by DSHS pending release of the report template from CDC. This report will include a status update on Pandemic and All-Hazards Preparedness Act (PAHPA) benchmarks, an update on current preparedness status, and self-identified gaps based on the public health preparedness capabilities as they related to overall jurisdictional needs; and interim financial reports.
   2. Annual PHEP Budget Period 1 progress report shall be submitted to DSHS within an established timeframe designated by DSHS pending release of the report template from CDC. The report will include an update on work plan

activities, budget expenditure reports, PAHPA benchmarks, CDC-defined performance measurement activities and data, and preparedness accomplishments, success stories, and program impact statements.

B. Demonstrated capability to receive, stage, store, distribute, and dispense material during a public health emergency.

1. As part of their responses to public health emergencies, Contractor must be able to provide countermeasures to 100% of their identified population within 48 hours after the decision to do so. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

Using the framework and tools already established to assess capabilities to receive, distribute and dispense medical countermeasures, CDC has developed a composite measure to more fully represent preparedness and response activities.

The medical countermeasure distribution and dispensing (MCMDD) composite score will serve as a collective indicator of preparedness and operational capability within local/planning jurisdictions, Cities Readiness Initiative (CRI) areas, states, directly funded cities, territories, and freely associated states. Local, city, state, and territorial preparedness will be subsequently defined as a composite measure derived from results of the Technical Assistance Reviews (TARs), drill submissions, full-scale exercise, and compliance with programmatic standards.

Using the individual composite scores to represent local jurisdiction preparedness, CDC will compute an overall MCMDD composite score for Texas. During the progression of the 2011-2016, 2012-2017 PHEP cooperative agreement cycles, jurisdictions will be required to perform activities and submit documentation for a series of composite requirements to meet the advancing MCMDD composite benchmark. With the exception of the annual TAR and drill submission requirements, jurisdictions will have substantial flexibility in determining the order in which they perform or demonstrate capability to meet the composite measure. Local jurisdictions must submit all required supporting documentation by April 1, 2013. Supplemental information regarding this benchmark is found in Exhibit A.

C. Submission of Pandemic Influenza Operations Plans.

Submit Pandemic Influenza Operations Plans annually as required by Section 319C-1 of the PHS Act, as amended by PAHPA. DSHS will share further information upon release of such from ASPR and CDC in a separate guidance document.

The email address for submitting mid- and end-of-year reports, plus any additional programmatic reports is PHEP@dshs.state.tx.us

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to three (3) additional one-year terms at DSHS's 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) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

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

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

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA* # 93.069

DUNS NUMBER: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

The email address for submitting mid-year reports, annual reports, and any additional programmatic reports is PHEP@dshs.state.tx.us

General Provisions, **Payment Methods and Restrictions** Article IV, **Billing Submission** Section 4.02, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than July 30, 2013 for costs incurred between the services dates of September 1, 2012 and June 30, 2013.

General Provisions, **Payment Methods and Restrictions** Article IV **Financial Status Reports (FSRs)** Section 4.05, is amended to include the following**:**

Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2012 through November 30, 2012. Quarter two shall include December 1, 2012 through February 28, 2013. Quarter three shall include March 1, 2013 through June 30, 2013. Quarter four shall include July 1, 2013 through August 31, 2013. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, **Terms and Conditions of Payment** Article IV, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** ArticleVI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

General Provisions, **General Terms** Article VIII, **Amendment** Section 13.15, is amended to include the following:

> Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions**, General Business Operations of Contractor** Article XII**, Equipment Purchases (Including Controlled Assets), Section 12.20,** is revised as follows**:**

> Contractor is required to initiate the purchase of approved equipment no later than August 31, 2013 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2013. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

Categorical Budget:

PERSONNEL	$528,160.00
FRINGE BENEFITS	$149,741.00
TRAVEL	$15,788.00
EQUIPMENT	$0.00
SUPPLIES	$12,835.00
CONTRACTUAL	$0.00
OTHER	$43,442.00
TOTAL DIRECT CHARGES	$749,966.00
INDIRECT CHARGES	$0.00
TOTAL	$749,966.00
DSHS SHARE	$681,787.00
CONTRACTOR SHARE	$68,179.00
OTHER MATCH	$68,179.00

Total reimbursements will not exceed $681,787.00

Financial status reports are due: 12/31/2012, 03/29/2013, 07/30/2013, 10/30/2013

CONTRACT NO. 2013-041204
PROGRAM ATTACHMENT NO. 005
PURCHASE ORDER NO. 0000384929

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) by the effective date of this Renewal Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will continue to use the current vaccine management system as described in the TVFC Operations Manual until directed by DSHS to transition to a new "provider choice" system. Contractor shall, as directed by DSHS, implement provider choice in contractor's clinic(s) by the schedule provided by DSHS.
- Contractor shall notify providers of changes to vaccine managements reporting, and present updates and training to providers, as requested by DSHS. This would include any transition to a "provider choice" system.
- Contractor shall plan and implement community-based activities to accomplish the required tasks as specified in the final, approved work plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/default.htm).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments*.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25; and
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each tri-annual reporting period (September 1, 2012, January 1, 2013, and May 1, 2013).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

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

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the terms of the Contract:

- LHDs shall investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf) and *NBS Data Entry Guidelines*, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- LHDs shall complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

- LHDs shall contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

- LHDs shall contact 100% or 400 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.

- LHDs shall review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.

- LHDs shall complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall implement provider choice as directed by DSHS according to the schedule provided by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the *Immunization Quality Assurance Tool Resource Manual,* (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Contractor is required to complete and submit tri-annual reports, utilizing a format provided by the DSHS Program:

Report Type	Reporting Period	Report Due Date
Programmatic	9/1/2012 – 12/31/2012	1/30/2013
Programmatic	1/1/2013– 4/30/2013	5/30/2013
Programmatic	5/1/2013 – 8/31/2013	9/30/2013

Tri-annual reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

There are no renewals.

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) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
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) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA #93.268 and STATE

DUNS NUMBER: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provision, **Funding** Article, Use of Funds Section, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

- Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2011 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current state travel regulations located at http://www.window.state.tx.us/comptrol/texastra.html.

For immunization activities performed under this Renewal Program Attachment, General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

- All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

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.

2013-041204-005

Categorical Budget:

PERSONNEL	$474,732.00
FRINGE BENEFITS	$151,941.00
TRAVEL	$0.00
EQUIPMENT	$17,497.00
SUPPLIES	$2,457.00
CONTRACTUAL	$0.00
OTHER	$2,693.00
TOTAL DIRECT CHARGES	$649,320.00
INDIRECT CHARGES	$0.00
TOTAL	$649,320.00
DSHS SHARE	$649,320.00
CONTRACTOR SHARE	$135,000.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $649,320.00

Financial status reports are due: 12/31/2012, 03/29/2013, 06/28/2013, 10/30/2013

Equipment List Attached.

Equipment List

Equipment Total: $ 17,497.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Pharmaceutical Refrigerator - Thermo Scientific Revco Pharmaceutical Refrigerator RPR3004A, 29.2 Cu. Ft.	1	$7,623.00	$7,623.00
2	Pharmaceutical Refrigerator - Thermo Scientific Revco Pharmaceutical Refrigerator RPR5004A, 51.1 Cu. Ft.	1	$9,874.00	$9,874.00

IMM/LOCALS
DSHS Contract Number: 2013-041204
HIDALGO COUNTY
EXHIBIT A

Contractors are required to perform all activities of the annual Work Plan in compliance with all documents referenced in this Work Plan.

1. PROGRAM PLANNING AND EVALUATION

General Requirement 1A: Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 1A:

- Adhere to *Standards for Child and Adolescent Immunization Practices* and *Standards for Adult Immunization Practices* found at: http://www.cdc.gov/vaccines/pubs/pinkbook/index.html
- Maintain current policies in compliance with the *DSHS Immunization Contractors Guide for Local Health Departments* and have them available to Contractor's staff.
- Maintain staffing levels to meet required activities of the contract.
- Lapse no more than 5% of total funded amount of the contract.
- Submit required tri-annual reports by January 30, May 30, and September 30 of each contract term.

2. VACCINE MANAGEMENT

(http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)

General Requirement 2A: Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *TVFC Operations Manual.*

Activity 2A:

- Maintain storage and handling polices and procedures according to the *TVFC Operations Manual.*
- Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated *Emergency Contingency Plan.*

General Requirement 2B: Assist all other TVFC providers in local jurisdiction with maintaining appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *TVFC Operations Manual.*

Activities 2B:

- Evaluate maximum vaccine stock levels twice a year in **all** TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI)

system and local health departments will be advised if any assistance on this activity is needed.

- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS
  - To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.
- Offer provider updates, training and information as changes to vaccine management occurs.

3. REGISTRIES

(http://www.dshs.state.tx.us/immunize/providers.shtm and http://www.dshs.state.tx.us/immunize/immtrac/default.shtm)

General Requirement 3A: Effectively utilize ImmTrac (the DSHS on-line immunization registry) in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3A:

- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at http://www.cdc.gov/vaccines/recs/schedules/default.htm.
- Report to ImmTrac all immunizations administered to children (younger than 18 years) and consented adults in Contractor's clinics, either directly into ImmTrac online or through TWICES.
- Update demographic information as needed.
- Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated *Immunization History Report* to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac.

General Requirement 3B: Work in good faith, and as described herein, to increase the number of children less than six years of age who participate in ImmTrac. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activity 3B:

- Verbally, and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.

General Requirement 3C: Work in good faith, and as specified herein, to ensure ImmTrac-registered private providers use ImmTrac effectively as defined in the *DSHS Immunization Contractors Guide for Local Health Departments*. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3C:

- Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g. telephone logs).
- Explain and demonstrate the effective use of ImmTrac according to the instructions located in the *DSHS Immunization Contractors Guide for Local Health Departments*.
- Explain guidelines for obtaining and submitting the ImmTrac Consent Form (ImmTrac Consent Form (C-7) consent forms according to the instructions found at instructions found at:
  http://www.dshs.state.tx.us/immunize/immtrac/default.shtm
- Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.

General Requirement 3D: Ensure that ImmTrac data, entered by Contractor's staff, is complete, current, and accurate. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3D:

- Train Contractor's staff on ImmTrac data entry and quality standards.
- Update all demographic information, including address and telephone number, at every client encounter.

4. PROVIDER QUALITY ASSURANCE

(http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)

General Requirement 4: Complete site visit follow-up assigned by DSHS Austin or Health Service Region staff within prescribed timeframes outlined in the *TVFC Operations Manual...* Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 4:

- Conduct site visit follow-up and submit results following the process described and within deadlines established in the *TVFC Operations Manual.*
- Conduct site visits in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

5. PERINATAL HEPATITIS B PREVENTION

(*http://www.dshs.state.tx.us/idcu/disease/hepatitis/hepatitis_b/perinatal/manual/*)

General Requirement 5A: Ensure all pregnant women are screened for hepatitis B surface antigen (HBsAg) and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5A:

- Develop a surveillance system that includes prenatal care providers, obstetrical care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers routinely to screen pregnant women for HBsAg status during each pregnancy, implement procedures for documenting HBsAg screening results in prenatal care records and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.

General Requirement 5B: Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5B:

- Assure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at risk infants within 12 hours of birth
- Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth
- Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth
- Report to DSHS all infants born to HBsAg (+) women within fifteen (15) calendar days of the event.

General Requirement 5C: Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology (PVS) testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5C:

- Administer or obtain from the provider or IMMTRAC the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
- Perform PVS testing or obtain from the provider or IMMTRAC PVS testing results to determine immunity against hepatitis B. Post vaccine serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.

General Requirement 5D: All reported HBsAg (+) mothers shall be interviewed and names and locating information of household contacts and sexual partners elicited for serologic testing. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5D:

- Household contacts and sexual partners shall be identified for each reported HBsAg(+) mother
- Each identified contact and sexual partner shall be serologically tested to determine susceptibility status

General Requirement 5E: 80% of all susceptible household and sexual contacts to HBsAg-positive women will complete the hepatitis B vaccine series and post vaccine serology testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5E:

- Administer the hepatitis B vaccine series according to the Recommended Adult Immunization Schedule to susceptible household contacts and sexual partner or obtains vaccination data from the provider.
- Administer post vaccine serology testing 1 – 2 months after the last dose of the vaccine series to determine status or obtain PVS results from the provider.

6. EDUCATION, INFORMATION, TRAINING, AND COLLABORATIONS (http://www.dshs.state.tx.us/immunize/providers.shtm)

General Requirement 6A: Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6A:

- Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the ACIP Recommended Immunization Schedule(s) and the

importance of not missing any vaccines.

- Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, and healthcare providers and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated vaccine recommendations, and the location of community vaccination clinics.
- Conduct at least one monthly immunization education activity targeting one of the target groups.
- Document the activity with the number & type of participants, and evaluate activity by obtaining feedback from participants.
- Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
- Promote www.ImmunizeTexas.com, the Immunization Branch's website, *The Upshot*, electronic newsletter, and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual CDC *Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC)* training.

General Requirement 6B: Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on Immunization activities listed below: Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6B:

- Provide training on TVFC requirements and updates (as described in the *TVFC Operations Manual*) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.

- Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
- Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
- As directed by DSHS identify first responders and their immediate family in the community and inform them of the opportunity to be included in ImmTrac.
- Conduct educational training for hospital and health care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of HBsAg-positive women.
- Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
- Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
- Educate and update providers on the most current Advisory Committee on Immunization Practices (ACIP) recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
- Provide training relating to *Standards for Child and Adolescent Immunization Practices*, and *Standards for Adult Immunization Practices* (http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/appdx-full-a.pdf).
- Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (http://www.cdc.gov/vaccines/pubs/vis/default.htm).
- Promote a health care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
- Educate healthcare workers on the need to get themselves vaccinated.
- Provide information to community health care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health care workers.
- Educate private providers to send NIS surveys to the Contractor for research prior to returning the survey to CDC, if applicable.
- Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the *Standards for Child and Adolescent Immunization Practices* (http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/appdx-full-a.pdf).

- Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (http://www.cdc.gov/vaccines/ed/default.htm).

General Requirement 6C: Conduct outreach to targeted groups for the promotion of best practices and special activities related to immunizations. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6C:

- Conduct outreach (including, but not limited to, the specific outreach described in the *DSHS Immunization Contractors Guide for Local Health Departments*) to families of children 19 to 35 months of age who are not up to date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
- Collaborate with prenatal health care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
- Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.

General Requirement 6D: Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hepatitis B providers. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6D:

- Conduct recruitment activities as defined in the *TVFC Operations Manual* with providers on the DSHS-supplied provider recruitment list.
- Target adolescent health care providers for recruitment and emphasize adolescent vaccine requirements and recommendations.
- Recruit new private provider sites for ImmTrac.
- Participate with DSHS regional staff in recruitment of hospitals and providers conducting surveillance and reporting of Perinatal Hepatitis B.

General Requirement 6E: Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6E:

- Identify providers, hospitals, schools, child care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
- List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
- Maintain written agreements and updates of group members and collaborations. Document communications, group meetings and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
- Report new group members on the tri-annual report.

7. EPIDEMIOLOGY AND SURVEILLANCE

(http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf)

General Requirement 7: Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (*http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf*) and National Electronic Disease Surveillance System (*NEDSS*)). Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 7:

- Adhere to the *DSHS Vaccine-Preventable Disease (VPD) Surveillance Guidelines*, *NEDSS Data Entry Guidelines*, and *Epi Case Criteria Guide* (*https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/EpiCaseGuide.pdf*) in conducting this General Requirement and the associated activities.
- Complete all data entry into NEDSS Base System (NBS) following the *NBS Data Entry Guidelines.* (*https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf*).
- Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
- Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
- Report on steps taken by Contractor to ensure the completeness of VPD reporting within Contractor's jurisdiction on triannual reports.
- All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.

8. POPULATION ASSESSMENT

(*Immunization Population Assessment Manual* available on line at http://www.dshs.state.tx.us/immunize/docs/school/2010-2011_PopulationAssessmentManual.pdf (Reference Stock No. 11-12550, Revised 09/10)

General Requirement/Activity 8A: When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child care audits. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Population Assessment Manual.*

General Requirement/Activity 8B: When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Population Assessment Manual.*

9. SERVICE DELIVERY

General Requirement 9: Provide immunization services and ACIP-recommended vaccines in Contractor's clinics to children, adolescents and adults to maximize vaccine coverage levels within Contractor's jurisdiction. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 9:

- Ensure that all ACIP-recommended vaccines are routinely available to eligible TVFC patients and that Adult Safety New vaccines are available to eligible adult patients.
- Recommend the simultaneous administration of all needed vaccines for the patient.
- Follow only medically supportable contraindications to vaccination.
- Verbally educate patients and parents/guardians about the benefits and risks of vaccination, and distribute DSHS educational materials as applicable as part of this conversation.
- Discuss, and attempt to schedule, the next immunization visit at each client encounter.
- Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
- Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
- Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing order (including, but not limited to, those found in the Texas Medical Practice Act).
- Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

CONTRACT NO. 2013-041204
PROGRAM ATTACHMENT NO. 006
PURCHASE ORDER NO. 0000385399

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Tuberculosis Prevention and Control - Federal

TERM: 09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Hidalgo, the Contractor shall develop and provide: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified special populations who have TB and/or who are at high risk of developing TB.

Contractor shall provide the services outlined above in compliance with the following:

- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2008-final.doc;
- DSHS Standards for Public Health Clinic Services, available at http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf;
- DSHS TB Policy and Procedures Manual, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, available at http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;

- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm;
- Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children at http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf;
- Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents at http://www.cdc.gov/mmwr/pdf/rr/rr58e324.pdf; and
- Updated Guidelines on Managing Drug Interactions in the Treatment of HIV-Related Tuberculosis at http://www.cdc.gov/tb/publications/guidelines/TB_HIV_Drugs/default.htm.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;
- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

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

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Renewal Program Attachment, required reporting under this Renewal Program Attachment will show results for work performed under previous Renewal Program Attachments.

Contractor shall provide a complete and accurate annual narrative report, in the format provided by DSHS, demonstrating compliance with the requirements of this Renewal Program Attachment. That report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through May 2013 shall also be submitted in a format provided by DSHS. These reports shall be

sent to the Department of State Health Services, Tuberculosis Services Branch, Mail Code 1873, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512) 371-4675, and sent by e-mail to TBContractReporting@dshs.state.tx.us. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January 2012 – December 2012	February 15, 2013
January 2013 – May 2013	July 15, 2013

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS Report of Cases and Patient Services Forms (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30) days of when a change in information in a required reporting field occurs to DSHS at PO Box 149347, Mail Code 1873, Austin, Texas 78714-9347.

Contractor shall send an initial report to DSHS of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of ninety (90) days, 120 days, and two (2) years after the day the Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Renewal Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine and report annually the number of persons which receive at least one (1) TB service, including but not limited to: tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

Contractor shall monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates. On a monthly basis, the Contractor shall perform a count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS and reconcile the quantities by product and lot number found by the direct count with the quantities by product and lot number listed in the electronic inventory management system furnished by DSHS. All these tasks shall be performed by the Contractor using the designated database and the designated procedures.

Contractor shall evaluate and monitor Class B immigrants and when needed place them on appropriate prophylaxis for successful completion of treatment. Immigrant notifications shall be obtained through the Electronic Disease Notification (EDN) system. The TB Follow-up Worksheet in EDN shall be completed for all immigrants whose notification was obtained through EDN.

Contractor shall evaluate refugees and other at-risk clients referred by the Refugee Health Program for further clinical evaluation and when needed place those refugees on appropriate prophylaxis and monitor them for successful completion of treatment. The TB Worksheet in EDN shall be completed on refugees and other at-risk clients who are reported through EDN.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT). If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;
   **Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.*
   If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97.4%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 45% then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein. If fewer than 80% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93.2% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 81.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 65%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data

indicates a compliance rate for this Performance Measure of less than 89.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

12. All reporting to DSHS shall be completed as described herein under Section I above and submitted by the deadlines given.

If the Contractor fails to meet any of the performance measures, the Contractor shall furnish in the narrative report, due February 15, 2013, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term, at DSHS's 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) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

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

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS:

CFDA Funding #93.116

DUNS #103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article III. FUNDING, Section 3.06, Nonsupplanting**, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income, including income generated through Medicaid billings for TB related clinic services. Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE IV. **PAYMENT METHODS AND RESTRICTIONS,** Section 4.02 **Billing Submission**, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than January 30, 2013 for costs incurred between the services dates of September 1, 2012 and December 31, 2012

General Provisions, ARTICLE IV. **PAYMENT METHODS AND RESTRICTIONS,** Section 4.05 **Financial Status Reports**, is amended to include the following:

Contactor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2012 through December 31, 2012. Quarter two shall include January 1, 2013 through March 31, 2013. Quarter three shall include April 1, 2013 through June 30, 2013. Quarter four shall include July 1, 2013 through August 31, 2013. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end

of the applicable term.

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.

Categorical Budget:

PERSONNEL	$285,234.00
FRINGE BENEFITS	$92,644.00
TRAVEL	$4,578.00
EQUIPMENT	$0.00
SUPPLIES	$44,171.00
CONTRACTUAL	$0.00
OTHER	$6,500.00
TOTAL DIRECT CHARGES	$433,127.00
INDIRECT CHARGES	$0.00
TOTAL	$433,127.00
DSHS SHARE	$433,127.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $433,127.00

Financial status reports are due: 01/30/2013, 04/30/2013, 07/31/2013, 10/30/2013

DSHS CONTRACT NUMBER: 2013-041204-006
HIDALGO COUNTY
TB/PC-FED
EXHIBIT A WORK PLAN

Applicant shall describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see WORK PLAN Requirements) associated with the services proposed in this proposal.

1. During FY 13, the Hidalgo County Health & Human Services Department (HCHHSD) purposes to continue to serve the area of Hidalgo County, with populations to be served; but not limited to: HIV/AIDS; silicosis;chronic renal failure/hemodialysis; hematologic/ reticuloendothelial malignancy; head/neck cancer; immunosuppression; jejunoileal bypass; solid organ transplantation; radiographic evidence of old, untreated TB; injection drug use; close contacts to active highly infectious TB case (including children < 5 yrs old who are TST negative). Recent convertor (within last 2 years); gastrectomy; diabetes mellitus (insulin requiring or poorly-controlled); recent immigrant (5< yrs) from endemic country; Targeted communities: underdeveloped colonias and housing projects with low income and newly immigrant population; Salvation Army homeless shelter; ESL (English as a Second Language) Progam based out of public schools; Drug and Alcohol Counseling Centers; Dentention Center (1200) and County Jail (1200 beds). HCHHSD does not propose to subcontract TB services. The HCHHSD will continue to provide TB services to neighboring counties thru regional referrals and to Mexico thru the Bi-National Program.
2. The HCHHSD is under the jurisdiction of the County Judge and County Commissioners. The HCHHSD consists of seven comprehensive clinics that are located throughout the county and one centralized pulmonary clinic. The department has policies and procedures in providing client services, hiring personnel, professional and support staff training, quality assurance, and peer review (Attachment 1 Organizational Chart).
   The HCHHSD continues to participate in research projects with the UT-Health and Science Center in San Antonio, TB consortium and Study 29 "-X"; UT-Brownsville School of Public Health and TB research program on Texas-Mexico border. UTB continues to work with and depend on the DSHS Regional TB Physician to conduct client assessments and follow ups. The HCHHSD also depend on the support of TCID in the treatment of critical TB clients that are not able to receive the essential care locally.
   The HCHHSD continues to utilize DSHS support for technical assistance, professional and support staff training, and service delivery policies for the TB program.
   Historically the HCHHSD has been supported by local funds to supplement the TB program (by 60%↑). The departments Chief Financial officer and the County Auditor ensure that TB funds are expended appropriately as per DSHS Grant Management requirements. The TB Program collaborates and networks with local providers and hospitals to expand active TB surveillance, to identify and treat TB cases/suspects in a timely manner. The TB program consists of one pulmonary clinic in Edinburg. The TB Program staff currently consists of one TB Program Manager, one RN Supervisor, two staff RN's, 5 LVN's, 7 Outreach Worker's and 3 Clerk's. The nurses assess, educate, treat and follow-up TB cases/suspects. The Outreach Workers are utilized to deliver DOT to TB cases/suspects. The complexity of the TB cases continue to rise. Thus, comprehensive nursing staff are utilized to assist with the LTBI caseload. DSHS and Hidalgo County partnership is crucial to ensure appropriate treatment and follow-up of TB case/suspects.
3. HCHHSD will collect at least one TB service including but not limited to tuberculin skin test, chest radiographs, health care worker services or treatment with one or more anti-tuberculosis medications in 2012 This data continues to be collected manually thru daily tally sheets and Microsoft access program; and compile into monthly reports.

4. The TB nurses collect and tabulate data in state and county TB forms and submit to TB Records Manager for tabulating and reporting. These activities are conducted daily. During FY 13 the HCHHSD will conduct community surveillance to identify unreported cases of TB and individuals suspected of having TB infection by conducting: targeted screening of high risk population areas identified thru mapping of cluster cases in Hidalgo County; proactive surveillance activity to hospitals, labs, pharmacies, private providers, schools, and Veterinary Hospitals. Also, provide physician offices with information regarding TB case management, referrals of high risk individuals placed on treatment for LTBI, and referral of TB Suspects. Currently Microbiology Lab and local hospitals conduct acid-fast basilli smears and cultures for mycobacterium tuberculosis complex. The HCHHSD will continue to document outbreaks on the Incident Report EF 12-12104 (2/2005).
5. The nurses collect and enter the data in the appropriate TB forms, and in the TWICES Program daily. The data collected is reviewed by the TB Records Manager and the RN Supervisor for completeness, accurate and timeliness. In addition, monthly case management reviews are conducted by the TB Program Manager, RN Supervisor, and TB nurse case managers to monitor compliance of TB Program standards, policies and procedures.
6. During FY 13 the HCHHSD will coordinate with other health and human services providers in the service area to avoid duplication of services by: maintaining a record of clients referred; educating the Department of Human Service's to identify clients who are seeking assistance for TB; maintaining the pro-surveillance reporting system thru hospital infection control nurses nine (9) local hospitals; private laboratories, private physicians, and university research projects.
   The HCHHSD will continue to work with the following Hidalgo County community programs: University of Texas- Pan American/BSN nursing program; provide students with hands on experience in tuberculosis; El Milagro and Nuestra Clinica del Valle, who serve low income/undocumented clients; Salvation Army-homeless shelter; Avance- a community base organization that promote health wellness thru the use of promotoras; Drug and Alcohol Counseling Centers; East Hidalgo Detention Center (1200 beds); Hidalgo County Jail (1200 beds); Family Doctors/Pulmonologist-refer TB suspects to rule out tuberculosis; Local Hospitals (9)- McAllen Medical Center, Mission Hospital, Edinburg Regional, Rio Grande Regional, Heart Hospitals, Knapp Medical Hospital, Doctors Hospital at Renanissance, Driscol Children's Hospital, Corner Stone Hospital; and Life Care Hospital;Birth Center; Holy Family Services; Nursing Homes; Tropical Texas –MHMR; Texas Department of Human Services; Veterans Department Clinic; Rio Grande Food Pantry; Catholic Social Services; Housing Authority; Texas Interagency Council on Early Childhood Intervention (ECI) of Region 1; Texas Department of Protective and Regulatory Services, Valley Aid Council; TB Net; TB Cure; Hospice in McAllen, Tx., and Rehabilitation Centers.
   While providing targeted testing at the community based organizations; the high risk population nurse provides TB education on a monthly basis. TB training and referral process is provided to local providers on an as needed basis. The HCHHSD provides a reportable condition seminar to local hospitals and local providers and are given TB educating and information on paper reporting of TB suspects/cases.
7. The HCHHSD has not had any changes in providing services to culturally diverse populations. The county is approximately 89 percent white Hispanic, 9 percent white/non-hispanic, and 2 percent other (Black, Asian, other). All of our clinic staff are bilingual (English/Spanish). If needed, additional interpretation services and language translation is available thru contractual services provided by the department. Also, the HCHHSD has strived to maintain all health facilities ADA complaint. And also, the HCHHSD clinics are accessible to provide TB services to contacts/cases/suspects and LTBI's as needed thru out the county. The TB nurses and outreach workers are accessible and travel to clients homes and/or other designated areas to provide TB client services. Service hours are 7:30 AM to 5:30 PM Monday thru Thursday & 8:00 AM to 5:00 PM Friday however; TB staff are accessible after hours and weekends as the need arises.

8. During FY 13 the HCHHSD will conduct management of TB cases and suspects with emphasis on provision of Directly Observed Therapy (DOT): 100% of cases/suspects reported to the Hidalgo County Health and Human Services Department will be evaluated for diagnosis and treatment; 90% of TB cases ordered TB drugs will complete course of recommended therapy; 90% of TB suspects/cases ordered TB treatment will be on DOT; longer treatment period for MDR cases may be required. Consultation with experts is also required; DOT's will be administered by nurses and/or delivered by field TB Outreach Worker's; monthly toxicity to observe for side effects will be performed by nurses; monthly monitoring, to evaluate treatment progress, will be conducted by nurses and physician; nurses/TB Outreach Worker will perform toxicity to observe for side effects before each DOT dose is given. The use of incentives/enablers are provided by local funds as available.
9. TB Case Management reviews are conducted monthly by the TB RN Supervisor, TB Physician and TB nurse case managers. The TB cases are evaluated for health care status and treatment plan as per TB standards/policies by the TB Physician & RN Supervisor.
10. The HCHHSD has implemented the cohort analysis of cases by integrating this process with the monthly TB Case Management and monthly TB QA staff meetings to facilitate compliance on a quarterly basis since 2010. The Cohort Review Team consist of the TB Program Manager, TB Clinic Supervisor RN, TB Records Manager, Case Manager and Contact Investigation Team and support from the department Epidemiologist.
11. During FY 13 the HCHHSD will conduct management of contacts and positive reactors with emphasis on Direct Observed Preventive Therapy (DOPT) to LTBI's who are less than five years of age, HIV infected or in the same residence as a case receiving directly observed therapy (DOT). The department has and will continue to comply with the performance measures as described on this RFP, Form F (specifically #'s 9,10 and 12). In addition, contacts with initial negative TB skin test that are < 5 yrs old or immune compromise will start window prophylaxsis on DOPT. Contacts who convert will continue or start treatment for LTBI, as per DSHS/CDC guidelines. DOPT will be considered to other persons at high risk for progression to TB disease as resources allow.
12. The HCHHSD TB Program Manager with the support of the DON, has developed a TB contact investigation team to timely conduct TB contact investigation following DSHS/CDC guidelines. The HCHHSD TB tool/checklist forms are utilized to ensure all areas of the contact investigation are covered; thus, ensuring all areas have been evaluated when fewer than 3 contacts have been identified. In addition, by developing a TB Contact Investigation Team, the department has expedited the interviewing of cases and the evaluation of contacts. The department re-structured the follow-up of LTBI's to improve the completion rate for preventive therapy since 2010. This process includes the disseminating of the LTBI caseload among all the seven comprehensive department clinics; thus being more accessible to the clients. Also, the department will continue to support incentive programs to improve the compliance of LTBI preventive therapy.
13. During FY 13, the HCHHSD will continue to maintain infection control procedures in the Pulmonary and Health Clinics; and will continue to adhere to the departments guidelines for identifying TB infectious patients.
    Administrative Control: medical & nursing staff will follow local policies and procedures in identifying, isolating, evaluating, and treatment of persons likely to have TB; new TB staff will receive 40 hours of TB training, and receive at least 16 hours of training annually thereafter; TB staff will follow the department's policy on employee TB skin testing; every 3-6 months TB skin testing on TST negative TB staff will be conducted; bi-annual monitoring of signs and symptoms for TB on positive reactors will be conducted; will TST all new staff by using 2- step method if documented previous negative skin test; new staff with documented positive TST will assess for signs and symptoms of TB, offer base line chest x-ray, and get medical clearance; will provide a safe working environment for staff; and will provide separate waiting area for non-TB patients.

Engineering Control: will maintain essential equipment functioning properly; will clean bacteriocidal lamps monthly and replace as needed; will monitor negative pressure in the four (4) isolation rooms; will change A/C filters in the hepa filtration units, monthly or sooner if necessary; all maintenance for above controls will be logged by date and type of maintenance provided and by whom; staff providing some of the maintenance will be instructed on the danger of exposure when changing UV lights; will provide training on engineering control maintenance to all essential staff upon hire, yearly & as needed.
Personnel Respiratory Protection: staff will screen and identify patients suspected of TB and will isolate appropriately; cough induced sputums will be collected in a negative pressure room with UV light and hepa filter unit; health care workers collecting sputum will use their personal particulate Inovel1500 N95 respirator and will be re-fitted yearly and as needed; all health care workers will be trained on the use of personal respirators. Health Department clinics with no isolation rooms will collect sputums outdoors in a designated area.

14. During FY 2013, the HCHHSD will conduct targeted TB screening by:
providing TB screening training to private providers; providing TB training to community based organizations; monitoring TB screening at the 1200 bed county jail facility; providing TB screening at the Salvation Homeless Shelter, low income colonias, English as second language (ESL) programs in the schools; providing TB training to nursing homes, and hospital infection control, to encourage TB testing of staff and residents as needed; and providing TB training for promotoras who perform outreach activities.
15. During FY 2013, the HCHHSD will provide professional education and training to train new/current TB staff:
Will provide 40 hours of TB orientation for each TB Health Department employees (nurses, clerks, outreach workers) which include; Introduction of TB program; Role of the Public Health Nurse in TB Communicable Disease Control- Reporting: who, when, what, and where to report; CDC self study modules 1-9 (for nurses); Core Curriculum on Tuberculosis; review of TB Policy and Procedure Manual; review of TB Drugs; and Infection Control. The completion of TB staff (nurse, outreach worker, clerk) orientation and skills will consist of:
    a. Observation and hands on TB training at the Pulmonary Clinic 1-2 months depending on need; and,
    b. Provide at least 16 hours of TB continuing education- by in services provided in house thru webinars or by attending TB workshops annually.
16. During FY 13, the HCHHSD will evaluate all referrals of immigrants and refugees following local guidelines for Aliens with notifications, Class A, Class B-1 Pulmonary, Class B-1 Extrapulmonary, Class B-2 and Class B3 as follows:
Class A (Positive Cases)-
Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 induced and do chest x-ray with MD evaluation; complete TB400 A/B; continue treatment DOT as per MD orders; complete and submit the EDN form to DSHS.
Class B-Pulmonary (no treatment)-
Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 and do chest x-ray with MD evaluation; await culture results and MD recommendations; complete TB400 A/B; complete and submit the EDN form to DSHS.
Class B-1 Pulmonary (complete treatment)-
Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; do chest x-ray and collect sputum if indicated by MD; complete TB400 A/B; complete and submit the EDN form to DSHS.

Class B-1 Extra-pulmonary-
Will open and complete TB record; at initial clinic visit, assess client for signs and

symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; if chest x-ray abnormal, collect sputum if indicated by MD; initiate treatment if indicated by MD; complete TB400 A/B; complete and submit the EDN form to DSHS.
Class B-2 (LTBI)-
Will open and complete TB record; If symptomatic will follow "Guidelines for identifying TB infectious patient in outpatient health department clinic; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; initiate preventive treatment if indicated by MD; complete TB400 A/B; complete and submit the EDN form to DSHS.
Class B-3 (Contact) -
If no TST, apply one; if TST positive, follow same procedure as Class B-2; if TST negative, follow up in 8-10 weeks for 2nd TST; complete TB400 A/B; complete and submit the EDN form to DSHS.

1. Summarize the proposed services, service area, population to be served, location (counties to be served), etc. List subcontractors you will work with in your area. Also, address if and how you will serve individuals from counties outside your stated service area.

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

3. Determine the number of persons who received from the CONTRACTOR in 2012 at least one TB service including but not limited to tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

4. Describe how data is collected and tabulated, who will be responsible for data collection and reporting, and how often data collection activities will occur. Describe how you will conduct community surveillance, to identify unreported cases of TB and individuals suspected of having TB infection. Describe how you will maintain a record of outbreaks, in your area, with a description of the outbreak and how it was managed.

5. Describe how the accuracy, timeliness and completeness of data collected will be assessed and verified. If not already in place, describe how you will develop a written plan to assess the quality of data collected.

6. Describe coordination with the other health and human services providers in the service area(s) and delineate how duplication of services is to be avoided. List other community programs you will be working with in your jurisdiction (community based organizations, private providers, hospitals, and service organizations).

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

8. Describe your strategy for the management of TB cases and suspects, with emphasis on provision of directly observed therapy (DOT); and use of incentives and enablers.

9. Describe your process for review of cases under management.

10. Describe your strategy for the implementation of cohort analysis of cases at least quarterly.

11. Describe your strategy for the management of contacts and positive reactors, with emphasis on directly observed preventive therapy (DOPT).

12. Describe your process for the review of ongoing contact investigations and your strategy to assess reasons for identification of fewer than three contacts for each case; for delays in interviewing cases or evaluating contacts, and low completion of preventive therapy for infected contacts.

13. Describe your infection control procedures.

14. Describe plans to conduct targeted TB screening programs for high-risk populations.

15. Describe your strategy to provide professional education and training programs for new and current TB staff.

16. Describe your strategy to document the evaluation of immigrants and refugees with the following notifications: Class A; Class B1 – Pulmonary; Class B1 – Extrapulmonary; Class B2; Class B3.

TB CONTROL FY 13
Grant Application
Salary Budget
09/01/2012 - 08/31/2013
For Budget Purposes Only

							Hourly Rate		Work Hours		2012	2013		Fringes				Insurance			
Slot #	Position Title	Grade & Step Salary	Grade & Step Salary	Actual Salary (General Fund)	Actual Salary (TB Progam)	Actual Salary (TB Progam) With COLA	Hourly Rate Without COLA	Hourly Rate With COLA	# of Hours in 2012	# of Hours in 2013	Salary Amount from 09/12 - 12/12	Salary Amount from 01/13 - 08/13	Projected Salaries	FICA (7.65%	Retirement (9.95%)	Unemployment (1.00%)	Workers Comp	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries
G001	Licensed Vocational Nurse III	13/ 1	46,747.00	9,664.00	35,317.00	36,376.51	16.9793	17.4887	688	1,392	11,681.78	24,344.28	36,026.06	2,755.99	3,584.59	360.26	475.54	3,145.87	20.40	10,342.66	46,368.72
G002	Outreach Specialist I	4 / 4	25,839.00	1,730.00	23,332.00	24,031.96	11.2173	11.5538	688	1,392	7,717.51	16,082.93	23,800.43	1,820.73	2,368.14	238.00	314.17	3,759.99	24.38	8,525.42	32,325.85
G003	Outreach Specialist I	4 / 4	25,839.00	-	26,229.00	27,015.87	12.6101	12.9884	688	1,392	8,675.75	18,079.85	26,755.60	2,046.80	2,662.18	267.56	353.17	4,164.00	27.00	9,520.72	36,276.31
G004	Billing Specialist II	3 / 4	23,927.00	-	24,186.00	24,911.58	11.6279	11.9767	688	1,392	7,999.98	16,671.60	24,671.58	1,887.38	2,454.82	246.72	325.66	4,164.00	27.00	9,105.58	33,777.16
G005	Billing Specialist II	3 / 4	23,927.00	-	24,186.00	24,911.58	11.6279	11.9767	688	1,392	7,999.98	16,671.60	24,671.58	1,887.38	2,454.82	246.72	325.66	4,164.00	27.00	9,105.58	33,777.16
G006	TB Program Manager	18 / 1	68,687.00	-	68,687.00	70,747.61	33.0226	34.0133	688	1,392	22,719.55	47,346.48	70,066.02	5,360.05	6,971.57	700.66	924.87	4,164.00	27.00	18,148.15	88,214.18
G008	TB Registered Nurse	16 / 1	58,888.00	-	58,888.00	60,654.64	28.3115	29.1609	688	1,392	19,478.34	40,591.95	60,070.29	4,595.38	5,976.99	600.70	792.93	4,164.00	27.00	16,157.00	76,227.29
G009	Clerk III	5 / 1	25,256.00	-	25,563.00	26,329.89	12.2899	12.6586	688	1,392	8,455.45	17,620.77	26,076.23	1,994.83	2,594.58	260.76	344.21	4,164.00	27.00	9,385.38	35,461.61
G010	Limited Medical Radiological Technologist	9 / 1	34,360.00	-	34,360.00	35,390.80	16.5192	17.0148	688	1,392	11,365.23	23,684.61	35,049.84	2,681.31	3,487.46	350.50	462.66	4,164.00	27.00	11,172.93	46,222.77
			333,470.00	**11,394.00**	**320,748.00**	**330,370.44**					**106,093.57**	**221,094.06**	**327,187.63**	**25,029.85**	**32,555.17**	**3,271.88**	**4,318.88**	**36,053.86**	**233.78**	**101,463.42**	**428,651.05**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 06/01/12.
2 A 3% cost of living increase is budgeted from 01/01/13 to 08/31/13. (pending CC approval)
3 2012 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,080 for FY 13.

5 Salary Schedule County

6 2012 Fringes

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

August 7, 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 revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $25,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Tuberculosis Prevention and Control FY13 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/12
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.

Benito Luna

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Thursday, July 26, 2012 11:01 AM
To: Deborah Fischer - Grants Accounting Supervisor
Cc: Benito Luna
Subject: Request - Certification of Revenue - $25,000.00 and $130,000.00
Attachments: Program Income Projection FY 13.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Deborah / Benito:

We have received the DSHS Health grants for FY 13; We plan on presenting these to CC for acceptance on 08/14/12.

The TB Control and Immunization grants include a program income budget.

Attached is a worksheet that reflects a projection of program income for FY 13 based on the program income generated for FY 12 (to-date).

Please review. If you agree with the calculations, we'd appreciate if you can arrange to have a Certification of Revenue considered for the TB program in the amount of $25,000.00 and a Certification of Revenue for the Immunization program in the amount of $130,000.00.

Let me know if you have any questions.

Thanks,

Mike Escaname

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

TB Control FY 13
Program Income Projection
Grant Period = 09/01/2012 through 08/31/2013

HIDALGO COUNTY AUDITOR'S OFFICE
GRANTS DIVISION - HEALTH & HUMAN SERVICES
PROGRAM INCOME COLLECTIONS - T. B. CONTROL FY12
TDH DOC: 2012-039064-001A
SEPTEMBER 1, 2011 - AUGUST 31, 2012

	Actual Collections	Hidalgo County Health Dept. 48%	TDSHS Share 52%	Total Collections
SEP. 2011	7,975.58	3,828.28	4,147.30	7,975.58
OCT. 2011	5,772.45	2,770.78	3,001.67	5,772.45
NOV. 2011	5,585.45	2,681.02	2,904.43	5,585.45
DEC. 2011	3,409.00	1,636.32	1,772.68	3,409.00
PERIOD 13	5.11	2.45	2.66	5.11
JAN. 2012	2,407.37	1,155.54	1,251.83	2,407.37
FEB. 2012	5,218.52	2,504.89	2,713.63	5,218.52
MAR. 2012	4,801.78	2,304.85	2,496.93	4,801.78
APR. 2012	2,525.55	1,212.26	1,313.29	2,525.55
MAY. 2012	2,608.66	1,252.16	1,356.50	2,608.66
JUNE 2012	**5,426.49**	**2,604.72**	**2,821.77**	**5,426.49**
JULY 2012	-	-	-	-
AUG.2012	-	-	-	-
SEP. 2012	-	-	-	-
OCT. 2012	-	-	-	-
TOTALS	**45,735.96**	**21,953.27**	**23,782.69**	**45,735.96**

Total Collections from Sept 2011 through June 2012 = $ 45,735.96
$45,735.96 / 10 months = $ 4,573.60 per month

$ 4,573.60
*****
12 months
$ 54,883.15

$ 54,883.15
*****
52% Percentage attributed to DSHS Grant's share
$ 28,539.24

Amount to be budgeted = 25,000.00

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
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WEBSITE: www.co.hidalgo.tx.us/auditor

August 8, 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 revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $130,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Immunization FY13 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/8/12
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.

Benito Luna

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Sent: Thursday, July 26, 2012 11:01 AM
To: Deborah Fischer - Grants Accounting Supervisor
Cc: Benito Luna
Subject: Request - Certification of Revenue - $25,000.00 and $130,000.00
Attachments: Program Income Projection FY 13.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Deborah / Benito:

We have received the DSHS Health grants for FY 13; We plan on presenting these to CC for acceptance on 08/14/12.

The TB Control and Immunization grants include a program income budget.

Attached is a worksheet that reflects a projection of program income for FY 13 based on the program income generated for FY 12 (to-date).

Please review. If you agree with the calculations, we'd appreciate if you can arrange to have a Certification of Revenue considered for the TB program in the amount of $25,000.00 and a Certification of Revenue for the Immunization program in the amount of $130,000.00.

Let me know if you have any questions.

Thanks,

Mike Escaname

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

IMMUNIZATION FY 13
Program Income Projection
Grant Period = 09/01/2012 through 08/31/2013

HIDALGO COUNTY AUDITOR'S OFFICE
GRANTS DIVISION - HEALTH & HUMAN SERVICES
PROGRAM INCOME COLLECTIONS - IMMUNIZATION FY12
TDH DOC: 2012-039050-001A
SEPTEMBER 1, 2011 - AUGUST 31, 2012

	Actual Collections	Hidalgo County Health Dept. 34%	TDSHS Share 66%	Total Collections
SEP. 2011	12,071.72	4,104.38	7,967.34	12,071.72
OCT. 2011	14,286.66	4,857.46	9,429.20	14,286.66
NOV. 2011	23,228.36	7,897.64	15,330.72	23,228.36
DEC. 2011	14,339.96	4,875.59	9,464.37	14,339.96
PERIOD 13	6,204.00	2,109.36	4,094.64	6,204.00
JAN. 2012	14,004.96	4,761.69	9,243.27	14,004.96
FEB. 2012	24,651.36	8,381.46	16,269.90	24,651.36
MAR. 2012	17,784.00	6,046.56	11,737.44	17,784.00
APR. 2012	14,930.36	5,076.32	9,854.04	14,930.36
MAY 2012	13,788.36	4,688.04	9,100.32	13,788.36
JUNE 2012	**12,552.83**	**4,267.96**	**8,284.87**	**12,552.83**
JULY 2012	-	-	-	-
AUG.2012	-	-	-	-
SEP. 2012	-	-	-	-
OCT. 2012	-	-	-	-
TOTALS	**167,842.57**	**57,066.46**	**110,776.11**	**167,842.57**

Total Collections from Sept 2011 through June 2012 = $ 167,842.57
$167,842.57 / 10 months = $ 16,784.26 per month

$ 16,784.26
*****
12 months
$201,411.08

$201,411.08
*****
66% Percentage attributed to DSHS Grant's share
$132,931.32

Amount to be budgeted = 130,000.00

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

August 7, 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 (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 455,507.00	Award No. 2013-041204-001 Tuberculosis Prevention and Control - State
$ 102,403.00	Award No. 2013-041204-002 RLSS/LOCAL PUBLIC HEALTH SYSTEM-PnP
$ 62,438.00	Award No. 2013-041204-003 Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary Program
$ 681,787.00	Award No. 2013-041204-004 Public Health Emergency Preparedness (PHEP)
$ 649,320.00	Award No. 2013-041204-005 IMMUNIZATION BRANCH – LOCALS
$ 433,127.00	Award No. 2013-041204-006 Tuberculosis Prevention and Control - Federal

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/16/12
Date

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-008-3-XXX T. B. Control

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-008-3-113	T.B. Control - Reg F/T Employees	$ 327,193.00
Fringes		
2-1293-441-00-340-008-3-211	T.B. Control - Health Insurance	$ 36,083.00
2-1293-441-00-340-008-3-212	T.B. Control - Life Insurance	$ 234.00
2-1293-441-00-340-008-3-220	T.B. Control - FICA	$ 25,030.00
2-1293-441-00-340-008-3-230	T.B. Control - Retirement	$ 32,556.00
2-1293-441-00-340-008-3-250	T.B. Control - Unemployment Comp	$ 3,272.00
2-1293-441-00-340-008-3-260	T.B. Control - Workers Comp	$ 4,320.00
Travel		
2-1293-441-00-340-008-3-581	T.B. Control - In County Travel	$ 2,640.00
2-1293-441-00-340-008-3-583	T.B. Control - Out of County Travel	$ 4,326.00
Supplies		
2-1293-441-00-340-008-3-601	T.B. Control - Office & Computer Supplies	$ 990.00
2-1293-441-00-340-008-3-604	T.B. Control - Medical & Lab Supplies	$ 2,453.00
2-1293-441-00-340-008-3-665	T.B. Control - Minor Computer Equipment	$ 1,690.00
2-1293-441-00-340-008-3-745	T.B. Control - Computer Equipment	$ 2,720.00
Other		
2-1293-441-00-340-008-3-339	T.B. Control - Other Professional Services	$ 6,000.00
2-1293-441-00-340-008-3-432	T.B. Control - Repair & Maintenance - Equipment / & Vehic	$ 6,000.00
	TOTAL APPROPRIATION	$ 455,507.00
2-1293-334-10-340-008-3-000	T.B. Control - Revenue	$ 455,507.00
	TOTAL APPROPRIATION	$ 455,507.00

REASON: To appropriate the T.B. Control grant award for FY 13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-008-3-XXX T.B. Control Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Supplies		
2-1293-441-00-340-008-3-601	T.B. Control - Office & Comp Supplies	$ 5,000.00
2-1293-441-00-340-008-3-604	T.B. Control - Medical & Lab Supplies	$ 10,000.00
Other		
2-1293-441-00-340-008-3-339	T.B. Control - Other Professional Services	$ 10,000.00
	TOTAL APPROPRIATION	$ 25,000.00
2-1293-345-40-340-008-3-000	T.B. Control - Program Income Revenue	$ 25,000.00
	TOTAL APPROPRIATION	$ 25,000.00

REASON: To appropriate the program income monies for the T.B. Control program for FY 13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-006-3-XXX RLSS / LPHS

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-006-3-113	RLSS / LPHS - Reg F/T Employees	$ 78,867.00
Fringes		
2-1293-441-00-340-006-3-211	RLSS / LPHS - Health Insurance	$ 8,047.00
2-1293-441-00-340-006-3-212	RLSS / LPHS - Life Insurance	$ 52.00
2-1293-441-00-340-006-3-220	RLSS / LPHS - FICA	$ 5,985.00
2-1293-441-00-340-006-3-230	RLSS / LPHS - Retirement	$ 7,784.00
2-1293-441-00-340-006-3-250	RLSS / LPHS - Unemployment Comp	$ 783.00
2-1293-441-00-340-006-3-260	RLSS / LPHS - Workers Comp	$ -
Supplies		
2-1293-441-00-340-006-3-601	RLSS / LPHS - Office & Computer Supplies	$ 885.00
	TOTAL APPROPRIATION	$ 102,403.00
2-1293-334-10-340-006-3-000	RLSS / LPHS - Grant Revenue	$ 102,403.00
	TOTAL APPROPRIATION	$ 102,403.00

REASON: To appropriate the RLSS / LPHS grant monies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-047-3-XXX PPCPS-BDS

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
2-1293-441-00-340-047-3-583	PPCPS-BDS - Travel Out-of-County	$ 4,366.00
Equipment		
2-1293-441-00-340-047-3-748	PPCPS-BDS - Other Equipment	$ 12,000.00
Supplies		
2-1293-441-00-340-047-3-336	PPCPS-BDS - Computer Services	$ 3,036.00
2-1293-441-00-340-047-3-665	PPCPS-BDS - Minor Computer Equipment	$ 2,580.00
Contractual		
2-1293-441-00-340-047-3-320	PPCPS-BDS - Professional	$ 38,750.00
Other		
2-1293-441-00-340-047-3-584	PPCPS-BDS - Registration	$ 6,400.00
2-1293-441-00-340-047-3-747	PPCPS-BDS - Software	$ 2,244.00
	TOTAL APPROPRIATION	$ 69,376.00
2-1293-331-12-340-047-3-000	PPCPS-BDS - Revenue	$ 62,438.00
2-1293-391-01-000-100-3-000	Transfer In - General Fund ***(DO NOT POST)***	$ 6,938.00
2-1100-491-01-000-293-3-891	Transfers Out - Health ***(DO NOT POST)***	$ 6,938.00
	TOTAL APPROPRIATION	$ 69,376.00

REASON: To appropriate the PPCPS-BDS grant award for FY 13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-013-3-XXX CPS Bioterrorism Preparedness

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-013-3-113	PHEP - Reg F/T Employees	$ 528,160.00
Fringes		
2-1293-441-00-340-013-3-211	PHEP - Health Insurance	$ 49,177.00
2-1293-441-00-340-013-3-212	PHEP - Life Insurance	$ 324.00
2-1293-441-00-340-013-3-220	PHEP - FICA	$ 40,404.00
2-1293-441-00-340-013-3-230	PHEP - Retirement	$ 52,552.00
2-1293-441-00-340-013-3-250	PHEP - Unemployment	$ 2,641.00
2-1293-441-00-340-013-3-260	PHEP - Workmans Comp	$ 4,643.00
Travel		
2-1293-441-00-340-013-3-581	PHEP - Travel In-County	$ 1,110.00
2-1293-441-00-340-013-3-583	PHEP - Travel Out-of-County	$ 14,678.00
Supplies		
2-1293-441-00-340-013-3-601	PHEP - Office & Computer Supplies	$ 12,835.00
Other		
2-1293-441-00-340-013-3-339	PHEP - Other Professional Services	$ 27,202.00
2-1293-441-00-340-013-3-532	PHEP - Wireless Devices	$ 2,235.00
2-1293-441-00-340-013-3-534	PHEP - Internet	$ 4,465.00
2-1293-441-00-340-013-3-584	PHEP - Registration	$ 3,100.00
2-1293-441-00-340-013-3-550	PHEP - Printing & Binding	$ 1,500.00
2-1293-441-00-340-013-3-780	PHEP - Capital Leases	$ 4,940.00
	TOTAL APPROPRIATION	$ 749,966.00
2-1293-331-12-340-013-3-000	PHEP - Revenue	$ 681,787.00
2-1293-391-01-000-100-3-000	Transfer In - General Fund ***(DO NOT POST)***	$ 68,179.00
2-1100-491-01-000-293-3-891	Transfers Out - Health Grants ***(DO NOT POST)***	$ 68,179.00
	TOTAL APPROPRIATION	$ 749,966.00

REASON: To appropriate the PHEP FY 13 grant award and 10% local match.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-012-3-XXX Immunization Branch - Locals

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-012-3-113	Immunization Branch - Reg F/T Employees	$ 474,732.00
Fringes		
2-1293-441-00-340-012-3-211	Immunization Branch - Health Insurance	$ 57,005.00
2-1293-441-00-340-012-3-212	Immunization Branch - Life Insurance	$ 370.00
2-1293-441-00-340-012-3-220	Immunization Branch - FICA	$ 36,317.00
2-1293-441-00-340-012-3-230	Immunization Branch - Retirement	$ 47,236.00
2-1293-441-00-340-012-3-250	Immunization Branch - Unemployment Comp	$ 4,747.00
2-1293-441-00-340-012-3-260	Immunization Branch - Workers Comp	$ 6,266.00
Equipment		
2-1293-441-00-340-012-3-748	Immunization Branch - Other Equipment	$ 17,497.00
Supplies		
2-1293-441-00-340-012-3-665	Immunization Branch - Minor Computer Equipment	$ 2,457.00
Other		
2-1293-441-00-340-012-3-603	Immunization Branch - Educational / Instructional	$ 2,693.00
	TOTAL APPROPRIATION	$ 649,320.00
2-1293-331-12-340-012-3-000	Immunization Branch - Revenue	$ 649,320.00
	TOTAL APPROPRIATION	$ 649,320.00

REASON: To appropriate the Immunization Branch - Locals FY 13 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-012-3-XXX Immunization Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-012-3-113	Immunization Branch - Reg F/T Employees	$ 40,934.00
Fringes		
2-1293-441-00-340-012-3-211	Immunization Branch - Health Insurance	$ 4,164.00
2-1293-441-00-340-012-3-212	Immunization Branch - Life Insurance	$ 27.00
2-1293-441-00-340-012-3-220	Immunization Branch - FICA	$ 3,132.00
2-1293-441-00-340-012-3-230	Immunization Branch - Retirement	$ 4,073.00
2-1293-441-00-340-012-3-250	Immunization Branch - Unemployment Comp	$ 409.00
2-1293-441-00-340-012-3-260	Immunization Branch - Workers Comp	$ 540.00
Travel		
2-1293-441-00-340-012-3-581	Immunization Branch - Travel - In-County	$ 4,500.00
2-1293-441-00-340-012-3-583	Immunization Branch - Travel Out-of-County	$ 11,408.00
Supplies		
2-1293-441-00-340-012-3-601	Immunization Branch - Office & Comp Supplies	$ 15,813.00
2-1293-441-00-340-012-3-603	Immunization Branch - Education / Instruction Supplies	$ 10,000.00
Other		
2-1293-441-00-340-012-3-584	Immunization Branch - Registration	$ 10,000.00
2-1293-441-00-340-012-3-540	Immunization Branch - Advertising	$ 20,000.00
2-1293-441-00-340-012-3-550	Immunization Branch - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 130,000.00
2-1293-345-40-340-012-3-000	Immunization Branch - Program Income Revenue	$ 130,000.00
	TOTAL APPROPRIATION	$ 130,000.00

REASON: To appropriate the program income monies for the Immunization Branch - Locals program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-011-3-XXX TB ELIMINATION

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-011-3-113	TB Elim - Reg F/T Employees	$ 285,234.00
Fringes		
2-1293-441-00-340-011-3-211	TB Elim - Health Insurance	$ 35,583.00
2-1293-441-00-340-011-3-212	TB Elim - Life Insurance	$ 240.00
2-1293-441-00-340-011-3-220	TB Elim - FICA	$ 21,820.00
2-1293-441-00-340-011-3-230	TB Elim - Retirement	$ 28,381.00
2-1293-441-00-340-011-3-250	TB Elim - Unemployment Comp	$ 2,855.00
2-1293-441-00-340-011-3-260	TB Elim - Workers Comp	$ 3,765.00
Travel		
2-1293-441-00-340-011-3-583	TB Elim - Travel Out-of-County	$ 4,578.00
Supplies		
2-1293-441-00-340-011-3-601	TB Elim - Office & Comp Supplies	$ 24,861.00
2-1293-441-00-340-011-3-604	TB Elim - Medical & Laboratory Supplies	$ 19,310.00
Other		
2-1293-441-00-340-011-3-550	TB Elim - Printing & Binding	$ 6,500.00
	TOTAL APPROPRIATION	$ 433,127.00
2-1293-331-12-340-011-3-000	TB Elim - Revenue	$ 433,127.00
	TOTAL APPROPRIATION	$ 433,127.00

REASON: To appropriate the TB Prevention & Control - Federal grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-33682 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of Texas Indigent Health Care Association 2012 Dues

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available through Req # 220502 in the amount of $ 200.00 for payment to Texas indigent Health Care Association 2012 Dues.

Attachments

TIHCA

Form Review

Form Started By: Dairen Sarmiento Started On: 08/24/2012

Final Approval Date: 08/24/2012

TEXAS *Conference of*
Urban Counties

Invoice

Date	Invoice #
4/19/2012	6260

Bill To
Honorable Ramon Garcia County Judge Hidalgo County P.O. Box 1356 Edinburg, TX 78540

Texas Conference of Urban Counties

500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
Membership Dues for Texas Indigent Health Care Association 2012	200.00
Total	$200.00
Balance Due	$200.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	cuc@cuc.org	http://www.cuc.org

AI-33754 **Urban County 12. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No. 1 (Progreso) is requesting consideration and action to award and enter into a construction contract with HighMark Construction Company, LLC, for the park, recreational facility "parking lots" project located in the City of Progreso. Total contract amount $75,000.00 utilizing UCP - City of Progreso YR 24 (2011) park, recreational facility, City's general funds and Precinct No. 1 YR 23 (2010) park, recreational facility funds.

BACKGROUND

The City of Progeso and Precinct No. 1 has requested and received bids for the park, recreational facility improvements project. Dannenbaum Engineering Company – McAllen, LLC, Project Engineer prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on July 25, 2012. After review the project engineer recommended HighMark Construction Company, LLC, as the lowest of four (4) qualified bidders. (See attached recommendation letter from Dannenbaum Engineering Company – McAllen, LLC and a copy of bid tabulations.)

Contractor:	HighMark Construction Company, LLC
Contract Amount:	$75,000.00
Funds Available:	$50,000.00 YR 23 (2010) Precinct No. 1 - park, recreational facility
	$18,732.19 YR 24 (2011) Progreso - park, recreational facility
	$ 6,267.81 City of Progreso general funds
	$75,000.00

Attachments

Letter Bid Tabulation

ins

Form Review

Form Started By: Mary Flores Started On: 08/24/2012

Final Approval Date: 08/24/2012

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

July 27, 2011

City of Progreso
South Fm 1015
Progreso, Texas 78570

ATTN: *Mr. Alfredo Espinosa*

REF: *Progreso Municipal Park Parking Lot Additions*

SUBJ: *Contractor Recommendation*

Dear Mr. Espinosa,

Dannenbaum has reviewed the bid packets received for "Precinct No. 1 (Progreso)-Parks, Recreational Facility Improvements to Progreso Municipal Park-Parking Lots", RFB No: 5011-65-0306-5000-6500-UCP-ML". We have attached the Bid Tabulation Sheet herewith. The apparent low bidder is Highmark Construction Company, LLC, of McAllen, Texas with a base bid of $75,000. The second low bid was Holchemont Ltd. of McAllen, Texas with a base bid of $138,000.

Dannenbaum has reviewed the bid documents and project references for Highmark Construction and it is Dannenbaum's opinion that Highmark Construction meets the bid requirements as set forth for the referenced project.

It is Dannenbaum's opinion that Highmark Construction Company, LLC of McAllen, Texas, has met the requirements of the bid process and is qualified to enter into a contract in the amount of $75,000.00 to construct the base bid portion of the referenced project. Should you have questions regarding this subject, please contact me at (956) 682-3677.

Respectfully,
Dannenbaum Engineering Company - McAllen, LLC

Steve McGarraugh -a.d.

Steven L. McGarraugh, AIA
Project Representative

Attachments: Bid Tabulation Sheet for Bid No. 5011-65-0306-5000-6500-UCP-ML

cc: Richard D. Seitz, P.E. – Dannenbaum Engineering Company - McAllen, LLC
Monica Leal – Urban County Program

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: July 25, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Precinct No. 1 (Progreso)-Parks, Recreational Facility Improvements to Progreso Municipal Park-Parking Lots"

BID NO: 5011-65-0306-5000-6500-UCP-ML | **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Base Bid Price	Alternate No. 1 Price	Alternate No. 2 Price	Receipt Of Addendum #1	Receipt Of Addendum #1	Bid Bond or Cashiers' Check Included
1.	Highmark Construction Co., LLC	$75,000.00	$42,000.00	$73,000.00	Acknowledged	Acknowledged	Included
2.	Holchemont, Ltd.	$138,000.00	$49,000.00	$86,000.00	Acknowledged	Acknowledged	Included
3.	2GS, LLC	$110,408.00	$55,852.00	$77,807.50	Acknowledged	Acknowledged	Included
4.	Jimmy Closner & Sons Const. Co., Inc.	$150,290.00	$102,740.00	$126,130.00	Acknowledged	Acknowledged	Included
5.							

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

CONSTRUCTION CONTRACT

This Agreement entered into this **28th day of August 2012** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **HighMark Construction Company, LLC** (a corporation) **(a partnership)** (an individual) of **McAllen,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct No. 1 (Progreso) – Parks, Recreational Facility Improvements to Progreso Municipal Park – "Parking lots"**
PROJECT No.:	**5011-65-0306-5000-6500-UCP-ML**
PROJECT DESCRIPTION:	**Installation of parking lots**

heinafter called the project, for the sum of **($75,000.00) seventy-five thousand dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Dannenbaum Engineering Company – McAllen, LLC**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Carlo R. Cantu, CEO

Name of Firm: HighMark Construction Co. LLC

Address: 2016 S. 45th St.
McAllen, TX 78503

Federal I.D./S.S.: 61-1608753

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

Client#: 13823 HIGHCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956 687-1286
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Highmark Construction , LLC 2016 S 45th McAllen, TX 78503	INSURER A : Scottsdale Insurance Company	03292
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : REPUBLIC VANGUARD INS. COMPANY	40479
	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	X		CPS1548280	04/30/2012	04/30/2013	EACH OCCURRENCE	$1,000,000
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] BI/PD Ded:1,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY	X		CNO100069702	04/30/2012	04/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [ ] 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			SBP0001211639	04/30/2012	04/30/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: Precinct No.1 (Progreso)-Parks, Recreational Facility Improvements to Progreso Municipal Park Parking Lots

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County -Urban County Program
1916 Tesoro Blvd
Pharr, Texas 78577

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-33766 **Planning Department 14. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Release of Letter of Credit
a. Brushline LTD Subdivision – Pct. 3 (Brushline, Ltd.)

2. Appointment or Re-Appointment of Member for a 2 year term to the Hidalgo County Subdivision Advisory Board
a. Precinct No. 2
b. Precinct No. 3
c. Precinct No. 4

3. Appointment or Re-Appointment of Member for a 2 year term to the Hidalgo County Board of Building Line Adjustment
a. Precinct No. 2
b. Precinct No. 3
c. Precinct No. 4

BACKGROUND

Attachments

Brushline; Release of LOC

Form Review

Form Started By: Nora Cavazos Started On: 08/24/2012

Final Approval Date: 08/24/2012

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **AUGUST 15, 2012**

Re: **BRUSHLINE, LTD SUBDIVISION**

ON MARCH 6, 2012, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO. 50063-101087892 WAS USED TO SECURE THE FUNDS FOR THE PAVING AND DRAINAGE IMPROVEMENTS AND THE INSTALLATION OF EIGHTY FOUR (84) SEPTC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $126,000.00. THIS REFLECTS THE INSTALLATION OF EIGHTY FOUR (84) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT EIGHTY FOUR (84) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $126,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

BORDER CAPITAL BANK NO. 50063-101087892

ORIGINAL AMOUNT:	$454,435.00
1ST RELEASE:	$328,435.00
2ND RELEASE:	$126,000.00

BALANCE REMAINING:$ 0

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Phone (956) 205-7045
Fax (956) 205-7049

Border Capital Bank

IRREVOCABLE LETTER OF CREDIT NO 50063-101087892

TO: Ramon Garcia, County Judge (in his official capacity) Hidalgo County, Texas

DATE: February 10, 2012

We hereby authorize you to draw at sight on Border Capital Bank, for the account of BRUSHLINE, LTD, By: CASA VERDE GROUP, LC, its General Partner, By: PATRICIA B. FLETCHER, President (the Customer), up to the aggregate amount of Four Hundred Fifty Four Thousand Four Hundred Thirty Five and no/100ths Dollars ($454,435.00) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated February 10, 2012, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on - no later than the maturity date – February 10, 2013, by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: BORDER CAPITAL BANK

Address of Issuer: 1801 S. McCOLL ROAD, McALLEN, TX 78503

Signature of Issuer's Authorized Officer Rutha Drawe

Printed Name: RUTHA DRAWE

Title: SENIOR VICE PRESIDENT

1801 South McColl Road Post Office Box 5555 McAllen, Texas 78502-5555
Telephone 956-682-2265 Fax 956-972-5417 www.bordercapitalbank.com

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

AUGUST 10, 2012

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: BRUSHLINE LTD. SUBDIVISION

Dear Mr. Sesin:

According to our records 84 lots of 84 Lots in **BRUSHLINE LTD. SUBDIVISION** have septic tank systems installed and can be expected to function properly. **BRUSHLINE LTD. SUBDIVION** is located on Brushline Rd. & 107 FM Mission Tx..

Sincerely,

Elizardo "Chardo" Ramos

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-33885 **Precinct #2 15. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of San Juan for the Nolana Loop Project (FM1426 to FM 88).

2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88" pursuant to the approval of the Interlocal Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

City agrees to compensate County against invoice for the costs associated with such right of way acquisitions within the corporate limits of City for the Project and remit all such costs within sixty (60) days of the date of County invoice. Pct. 2 will be responsible for requesting reimbursement from the City of San Juan. All parcels will be acquired under the name of the County.

Funds for project will be budgeted once Interlocal Agreement has been approved.

Attachments

ILA

ILA Project Sheet

Form Review

Form Started By: Katia Garcia Started On: 08/24/2012

Final Approval Date: 08/24/2012

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF SAN JUAN TEXAS

THIS AGREEMENT is made effective the _____ day of _____, 2012 by and between HIDALGO COUNTY, hereinafter referred to as "County" and the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, a portion of the expansion of Nolana Loop requires right of way acquisition within the corporate limits of City (the "Project");

WHEREAS, the Texas Transportation Commission passed Minute Order 110266 authorizing the State to undertake a highway improvement generally described as the Nolana Loop Project FM 1426 to FM 88 in Hidalgo County, Texas; (Exhibit B)

WHEREAS, Hidalgo County, Precinct 2 is available and willing to assist the City by providing technical advice and expertise in acquisition of right of way for the Project:

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

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

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

1. The County, through Precinct 2, shall assist City with compliance and acquisition of right of way for the Project within the corporate limits of City as more particularly described in Exhibit A attached hereto. All property acquisitions and real estate matters shall be conducted in the usual and customary manner of County on an as needed basis for the Project.

2. City agrees to compensate County against invoice for the costs associated with such right of way acquisitions within the corporate limits of City for the Project and remit all such costs within sixty (60) days of the date of County invoice.

3. The County may provide, upon written request from City, additional services upon such terms and conditions as may be mutually agreed to between City and County.

4. The County will inform the City of the final negotiated parcel values prior to County Commissioners' Court approval of payment/closing.

5. This Agreement shall terminate the latter of (1) year from the date first written above or completion of the acquisition of all right of way within the corporate limits of City required for the Project.

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

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

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

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

10. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of San Juan Attention: San Juanita Sanchez, City Mayor 709 S. Nebraska San Juan, Texas 78589
If to County:	County of Hidalgo County Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner Hector "Tito" Palacios, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577

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

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

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

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

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

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

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

18. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF SAN JUAN

_____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

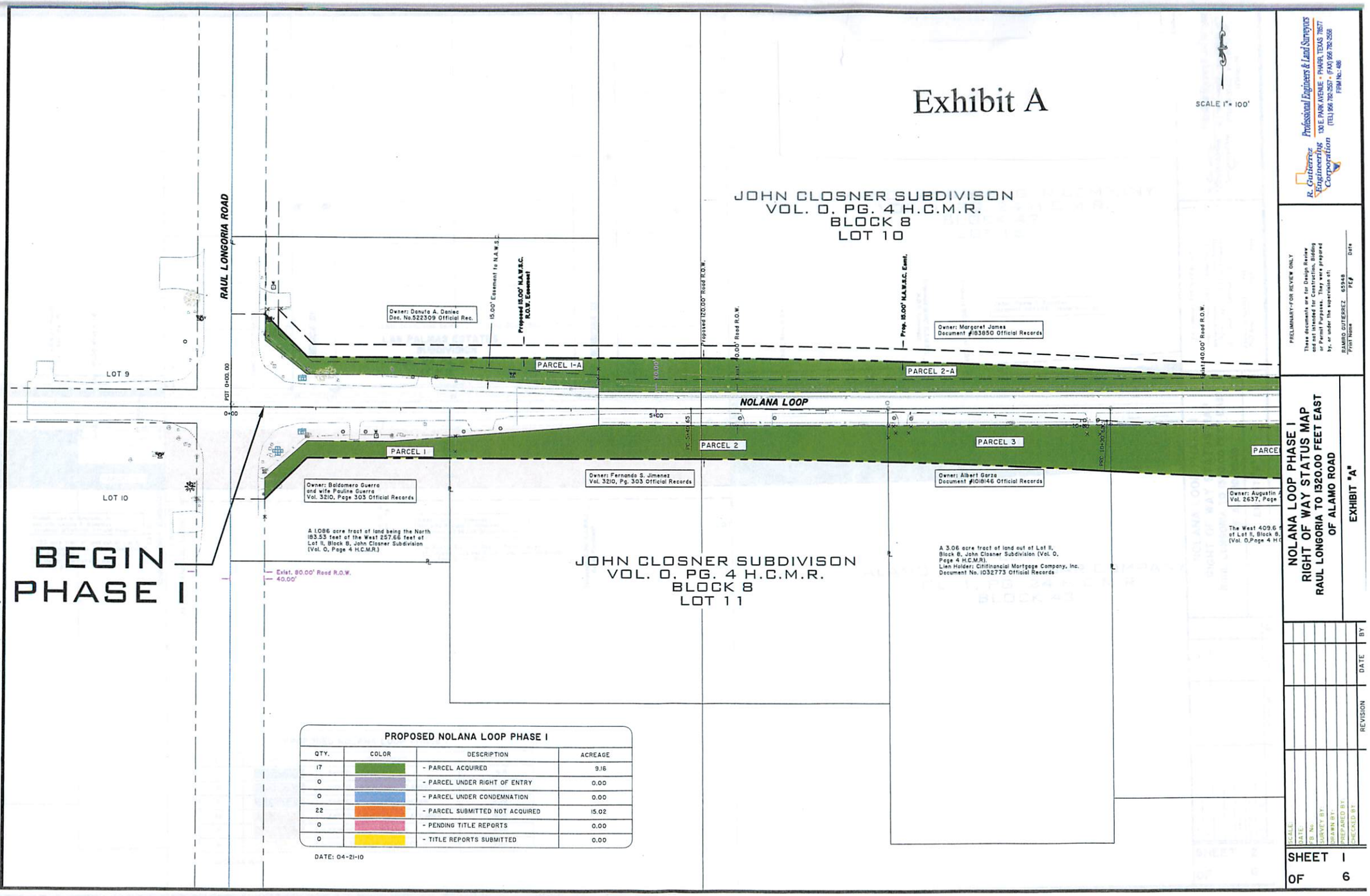
ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____
Stephen L. Crain

Exhibit A



PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE - PHARR, TEXAS 78577
(TEL) 956.782.2557 - (FAX) 956.782.2558
FIRM No.: 486

PRELIMINARY-FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:

RAMIRO GUTIERREZ 65948 PE#
Print Name

Date

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

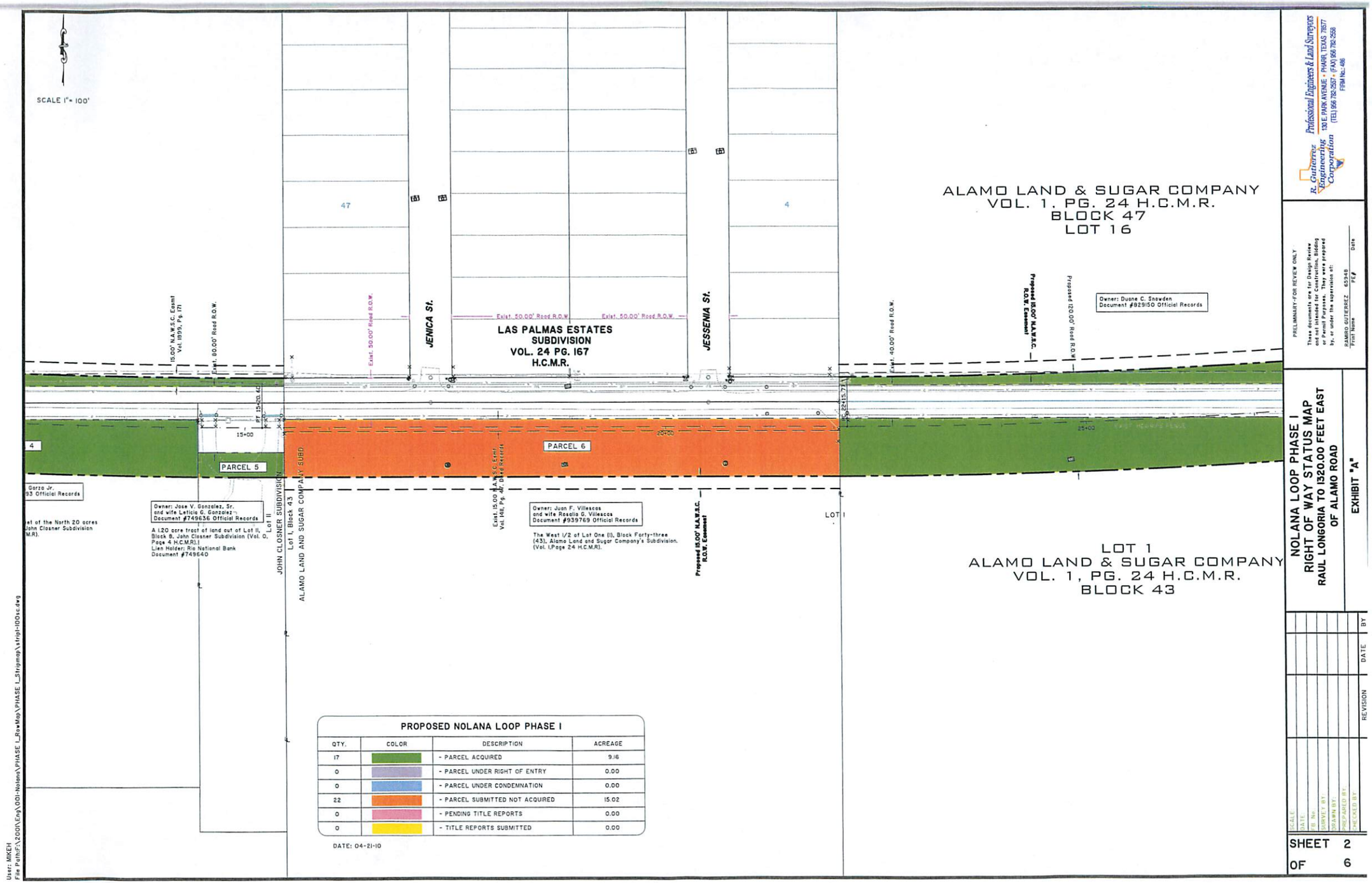
EXHIBIT "A"

REVISION	DATE	BY

SCALE:
DATE:
FB No.
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET 1
OF 6

User: MIKEH
File Path:F:\2000\Eng\000-Nolana\PHASE I_RowMap\PHASE I_Stripmap\strip-100sc.dwg



PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782.2567 • (FAX) 956.782.2558
FIRM No.: 486

PRELIMINARY-FOR REVIEW ONLY

These documents are for Design Review and Interim Review checks only and not intended for construction, bidding or permit purposes. They were prepared by, or under the supervision of:

RAMIRO GUTIERREZ — 65948 — PE# — Date
Print Name

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

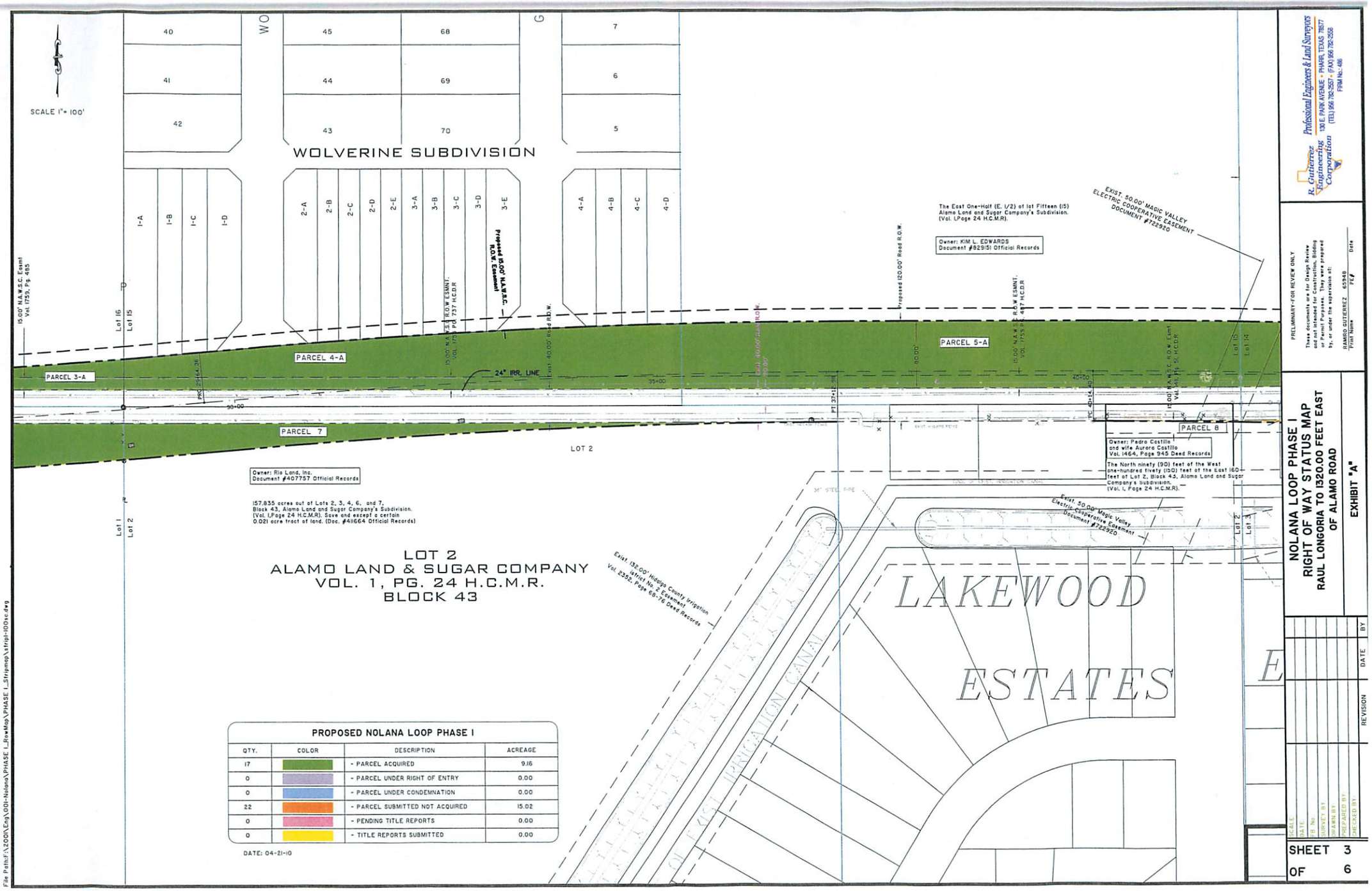
EXHIBIT "A"

REVISION	DATE	BY

SCALE:
DATE:
JO No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET 2
OF 6

User: MIKEH
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PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

R. Gutierrez Engineering Professional Engineers & Land Surveyors Corporation
130 E. PARK AVENUE - PHARR, TEXAS 78577
(TEL) 956 782-2537 - (FAX) 956 782-2538
FIRM No.: 486

PRELIMINARY-FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:

RAMIRO GUTIERREZ 65948 PE# Date
Print Name

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

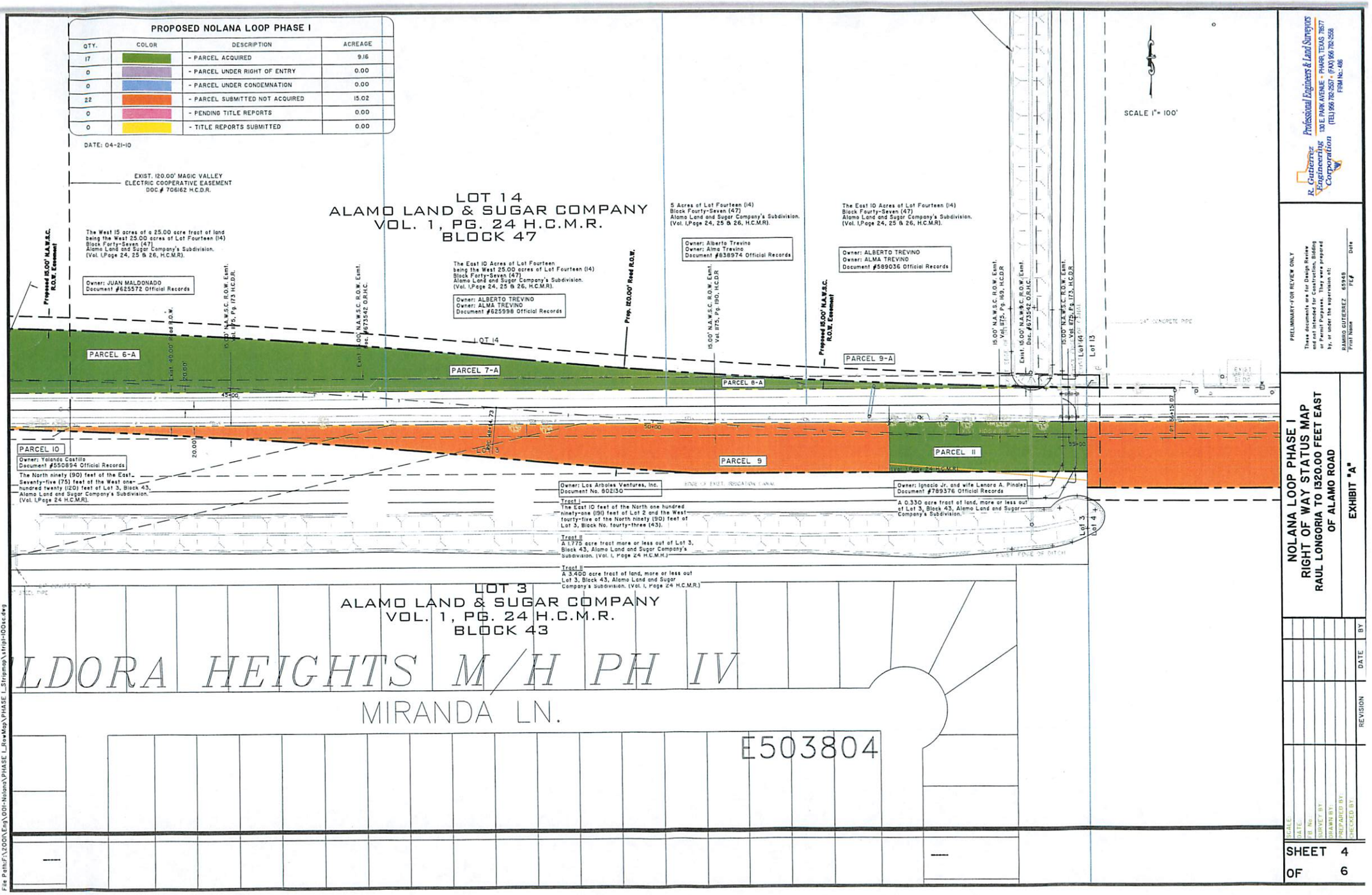
EXHIBIT "A"

REVISION	DATE	BY

SCALE
DATE
JOB No.
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET 3
OF 6

User: MIKEH
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R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782.2557 • (FAX) 956.782.2558
FIRM No.: 486

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RAMIRO GUTIERREZ | 65948 | Date
Print Name | PE#

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

EXHIBIT "A"

REVISION	DATE	BY

SCALE:
DATE:
JB No:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET 4
OF 6

User: MKEH
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PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

SCALE 1"= 100'

LOT 13
ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 47

A tract of land to be carved out of the South part of the East Five (E5) ac. of the South One-Half (S1/2) of Lot Thirteen (13), Block Forty-seven (47), Alamo Land and Sugar Company's Subdivision (Vol. 1,Page 24, 25 & 26, H.C.M.R).

Owner: DOMINGO TREVINO,
Owner: MARGARITA TREVINO
Quitclaim Deed Vol. 2659, Pg. 214, O.R.H.C.

CESAR CHAVEZ ROAD

NOLANA LOOP

EXIST. 15.00' N.A.W.S.C. VOL. 1411, PG. 57, D.R.H.C.

EXIST. HORIZONTAL FENCE

EXIST. CHAINLINK FENCE

EXIST. CHAINLINK FENCE

40.00'

Proposed 120.00' Road R.O.W.

EXIST. METAL BLDG

Exist. 40.00' Road R.O.W.

20.00'

EXIST. CHAINLINK FENCE

PARCEL 10-A

PARCEL 12

Exist 15.00' N.A.W.S.C. Esmt Rec. in Vol. 1727, Page 592

Exist 15.00' N.A.W.S.C. Esmt Rec. in Vol. 1179, Page 661

60.00'

60.00'

Owner: Rufino Garza
Document #455764 Official Records

A tract of land containing 20.0 acres, being the North one-half (N1/2) of Lot 4, Block 43, Alamo Land and Sugar Company's Subdivision, (Vol. 1,Page 24 H.C.M.R).

Proposed 15.00' N.A.W.S.C. R.O.W. Easement

LOT 4
ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 43

Lot 4, Block 43

Prop. 120.00' Road R.O.W.

20.00'

Exist. 15.00' N.A.W.S.C. Esmt. Rec. in Doc. No. 442732

30.00'

Exist. 30.00' M.V.E.C. Inc. Esmt. Doc. No. 471225, Official Rec.

30.00'

Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782.2557 • (FAX) 956.782.2558
FIRM No.: 486

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RAMIRO GUTIERREZ - 65948
Print Name — P.E.# — Date

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

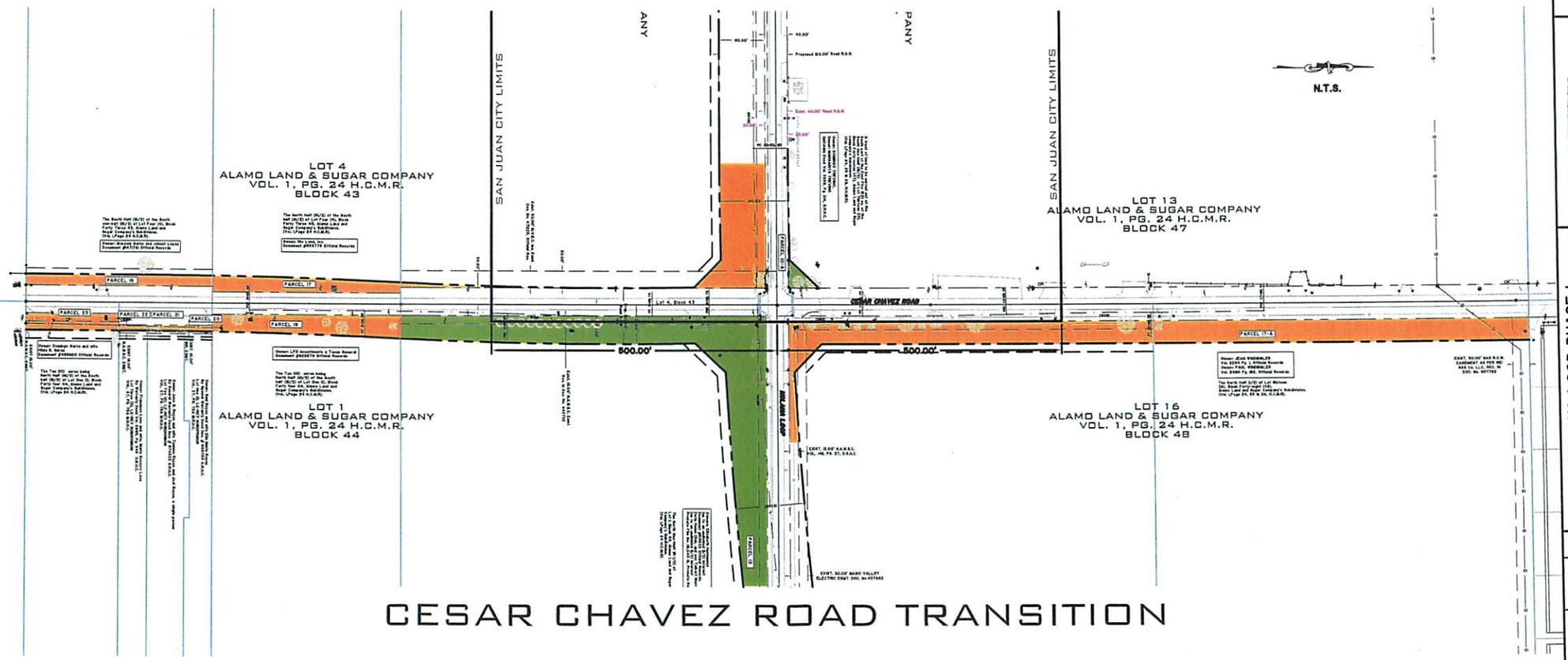
EXHIBIT "A"

REVISION	DATE	BY

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OF 6

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CESAR CHAVEZ ROAD TRANSITION

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
1301 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782.1551 • (FAX) 956.782.2556
FIRM No.: 486

PRELIMINARY - FOR REVIEW ONLY

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RAMIRO GUTIERREZ 65948 PE# Date
Print Name

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

EXHIBIT "A"

REVISION	DATE	BY

SCALE
DATE
FB No.
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

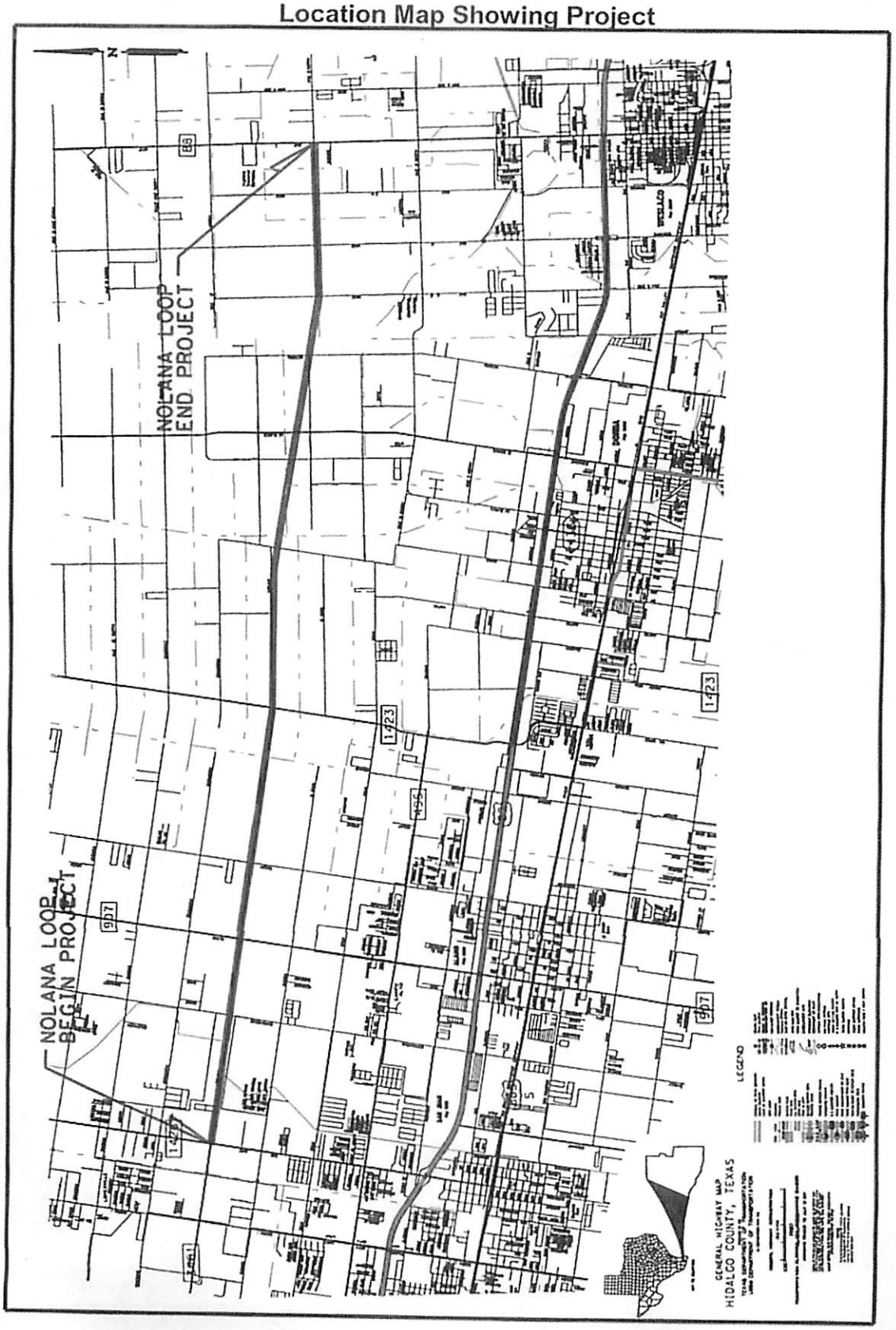
SHEET 6
OF 6

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Exhibit B

CSJ # 0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

ATTACHMENT B
Location Map Showing Project



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to undertake a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88 (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of San Juan.

By vote on_____ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-33887 **Precinct #2** **15. B.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of consent agreement with Irrigation District No.2 for the Minnesota Drainage Project.

BACKGROUND

Form Review

Form Started By: Katia Garcia Started On: 08/24/2012

Final Approval Date: 08/24/2012

AI-33835 **Budget and Management** **16. A.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation and discussion on the Monthly Budget Report for the month of July 2012.

BACKGROUND

Form Review

Form Started By: Erika Zamora Started On: 08/24/2012

Final Approval Date: 08/24/2012

AI-33812 **Purchasing Department 17. A. 4.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Martha L. Salazar **Submitted By:** Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pursuant to current contract with R. Gutierrez Engineering Corporation (article 12) C-11-310-01-24, a request for approval by engineer to permit the subcontracting of South Texas Land Investigations in connection with Work Authorization No. 3-Minnesota Road Project;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-065-0-711

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

BUDGETARY IMPACT:

Reference: PO 675768

The cost for subcontracting title reports, $2,400 has been approved through Work Authorization No. 3 and has already been encumbered under PO 675768.

Attachments

Letter from R.Gtz.

Form Review

Form Started By: Katia Garcia Started On: 08/24/2012

Final Approval Date: 08/24/2012

R. Gutierrez Engineering Corporation – Texas Firm #486

August 20, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Work Authorization No. 3–Minnesota Road – Right-of-Way Parcels
Project No. ENG11.103

Dear Commissioner Palacios:

The Hidalgo County Auditor's office is requesting approval of the subcontractor used for obtaining Title Reports on Work Authorization No. 3 for the Minnesota Road right-of-way parcels. We obtained two Title Reports and we utilized South Texas Land Investigations out of Edinburg for obtaining those two Title Reports. Please take whatever actions are necessary to approve the use of this subcontractor so that we can get paid. Our payment is being held up until the use of this subcontractor is approved.

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

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files

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

AI-33863 **Purchasing Department 17. A. 5.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Valde Guerra **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval and authorization to purchase (1) New Modular Building through Hidalgo County's membership/participation in TASB-BuyBoard Cooperative Purchasing Program's awarded vendor, Ramtech Building Systems-Project through Contract #335-10-Project #2012-204-OGG:

Options Description (1) District Clerk's Modular 26.5 x 47.4=1,258.75 sq. ft with Option IV Hardi-Panel (Smooth) Siding w/applied textured coating (includes taping of all seams); "R" Panel 42" in height w/ 4"-6" Build Out in the estimated amount of $106,800.00. Proposed Modulars will be located at the corner of 10th & McIntyre St. in the Hidalgo Courthouse Parking Lot west of the Annex Bldg. Modular has been modified/customized to accommodate a Supervisor and 9 cubicles for staff as approved by Ms. Hinojosa, HC District Clerk.

b. Requesting authorization/approval to solicit/request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for the: "Installation of Electrical, Plumbing, furnishings and any other appurtenances for District Clerks Modular) to be located-corner of 10th St. & McIntyre St. currently a parking area at the Hidalgo County Courthouse.

c. Authority for Hidalgo County Judge Ramon Garcia to sign any documents as may be required by Ramtech Building Systems to commence with proposed request.

BACKGROUND

Proposed purchase will be able to accomodate much needed space by the District Clerks Office, allowing them to better service proposed courts as approved by Commissioners Court on 8/07/12 (AI-33525).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-044-0-720

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

BUDGETARY IMPACT:

Funds available as of 08/24/12 (REF: AI-33888)

Attachments

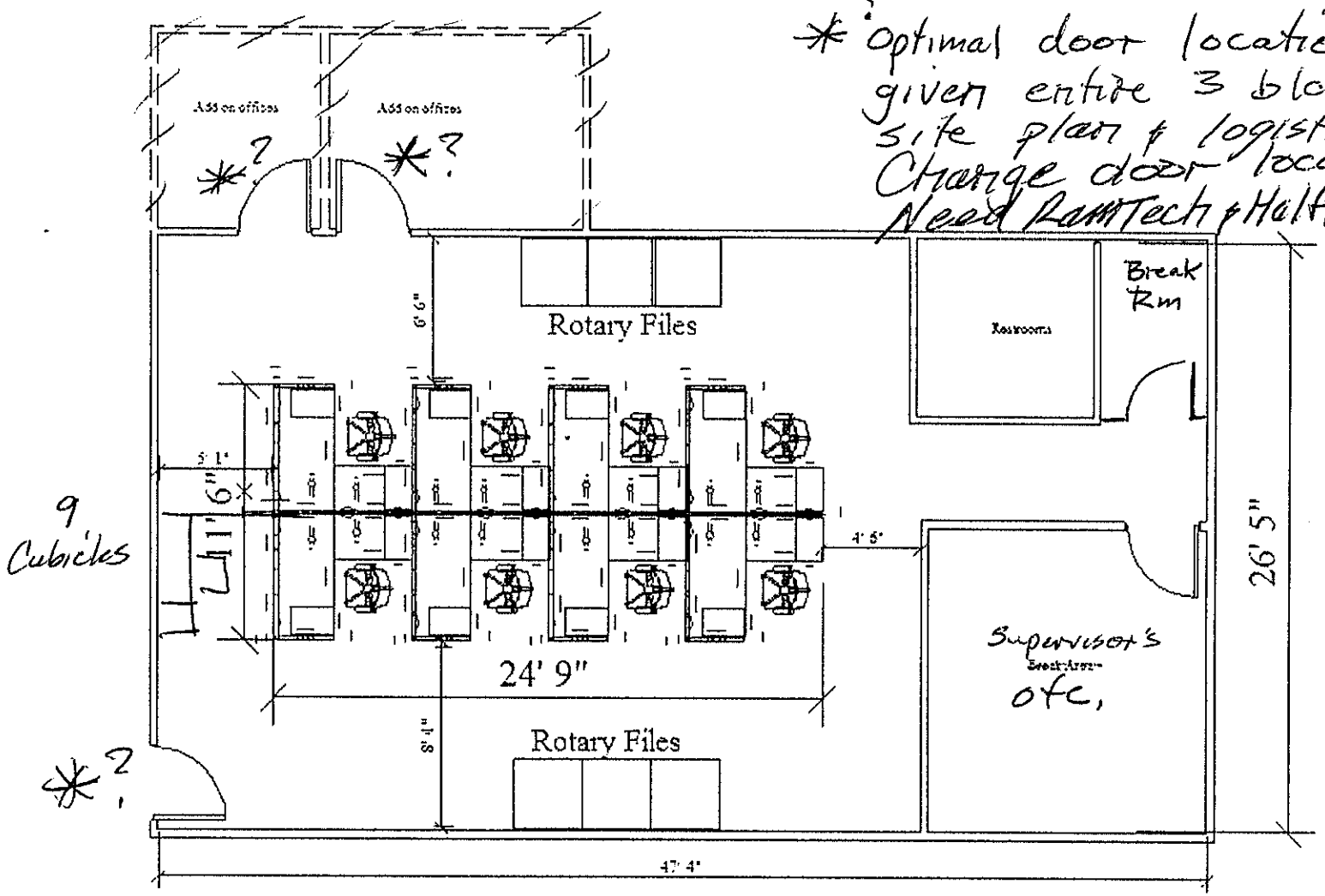
3rd Modular

Form Review

Form Started By: Oscar Garza Started On: 08/24/2012

Final Approval Date: 08/24/2012

3rd Portable Bldg; Bldg "C", District Clerk's



* ? optimal door location given entire 3 bldg site plan & logistics? Change door locations? Need RamTech & Halff input.

Site Plan Idea for 3rd Bldg, "C", for Distr. Clerk's

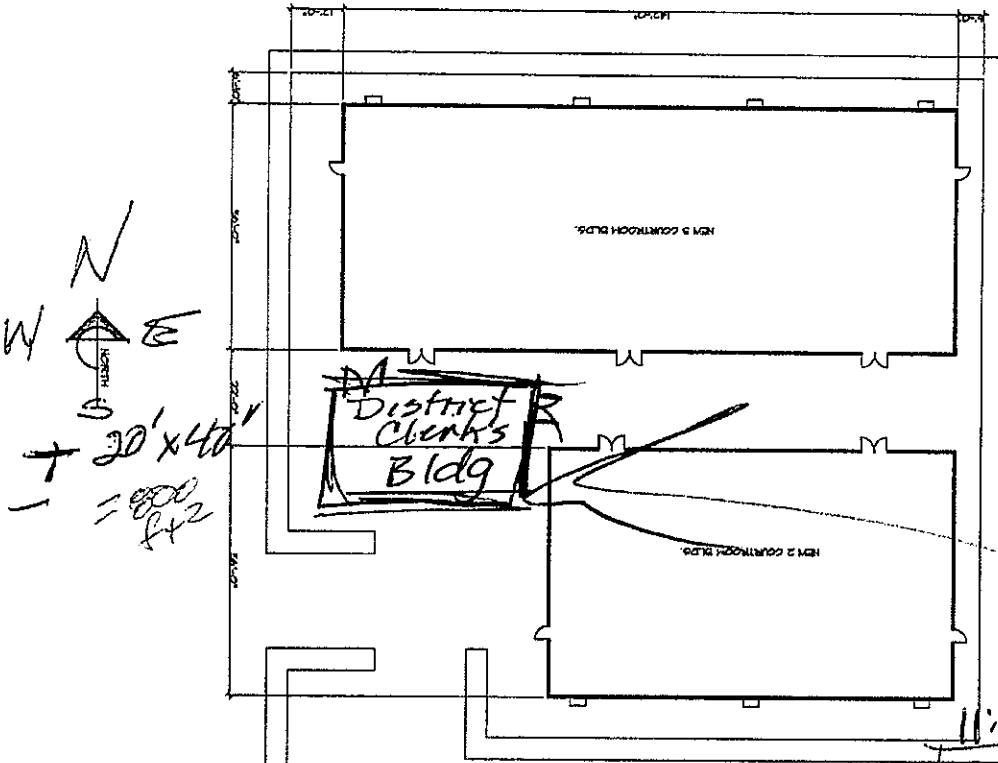
McIntyre Sf.

Tom Diagram Hall

Fire Alarm not
- in Cabarrus
- Definitely req'd
2 transformers

10th Sf.





+ 20'x40' = 800 ft²

+800ft² enough sf for 9 District Clerks.

Jury Room 5'x8' = 40 ft²

Cubicles for Clerks
36SF/unit x 9 = 270 ft²

Men's & Ladies Restroom
8'x6' = 48ft² = 96 ft²

Hallway x2
4'S Hallway x 40' = 160 ft²

File storage (6) x 16.25ft

546 ft²
98ft²
644 ft²
+170
814 ft²

Ofc for Supervisor 10x12

Attached Floor Plans

Attached

11:49 dM Fri 17 Aug 2012

Per Stephanie
MCI: 3 clerks

Furniture by "HON" Modular
Cubicle 6'w x 5'D

Gerry Vanlaan & Gutek

Dist Clerk - Needs 2 CPS more space for 7 +/- 9 people.

CPS: 2 clerks
430TH: 2 clerks
CCL7: 1 clerks
CCL8: 1 clerks
9 Clerks +5 File Units

Needs Plan for 6

County Clerk

CCL7
CCL8

Note: Co Clerk will make do with existing space in Crt Hs

Dist Clerk Needs 1 File storage unit → One Unit Count (Qty 2, together)
1 W x 7.5 H x 2.5'
Metal Rotary Action File Cabinet
Footprint, 6.5'x2.5' = 16.25ft²

AI-33809 **Purchasing Department 17. B. 1.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by Precinct #4 for Commissioners Court to take action regarding the Carmen Avila Project including, but not limited to:

A. "cease" contract negotiations with the #1 ranked firm (on 8-09-11) for "professional engineering services" with LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING;

B. cancel the project in it's present form with future changes/modifications in route, specifications and requirements and thus no further attempts to negotiate with the other ranked firms will be necessary.

BACKGROUND

email frm Pct 4-Cease Negotiations
AI-27875-CC apprvd ranked #1 firm

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 8-24-12 $6,242.93

Attachments

Email frm Pct 4-Cease Negotiations-LeFevre Enviro
AI-87875-CC-apprvd ranking-LeFevre

Form Review

Form Started By: Letty Saenz Started On: 08/24/2012

Final Approval Date: 08/24/2012

Leticia Saenz

From: gloria.beltran [gloria.beltran@co.hidalgo.tx.us]
Sent: Monday, August 06, 2012 10:31 AM
To: Leticia Saenz
Cc: joseph_palacios22@yahoo.com; Marcos Lopez; roman.rodriguez@co.hidalgo.tx.us; rumaldo.munoz@co.hidalgo.tx.us
Subject: LeFevre Environmental & Mgmt. Consulting

GM Ms Letty,

Commissioner Palacios is requesting all negotiations cease with LeFevre Environmental & Management Consulting firm regarding the Carmen Avila project. A shorter more cost efficient route for this project has been identified. Said project will resume in the near future with a change to the scope of services.

Should you require additional information please feel free to contact Marcos Lopez.

Thank You,

Gloria Ann Beltran
Executive Assistant
P 956.383.3112 ext 4008
F 956.381.5905
gloria.beltran@co.hidalgo.tx.us

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 09, 2011

9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda** approved
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

presentation B. AI-27919 Presentation on Operation Lone Star 2011

C. AI-27909 Presentation, discussion and approval to proceed with "Operation Clean Slate", consisting of the following phases:

approved
with report to cc

1. Phase I:
a. Implement online searchable database, allowing public to view and confirm outstanding citations owed to Hidalgo County JP Offices
b. Implement accepting online payments for citations owed to Hidalgo County JP Offices
c. Implement public awareness media campaign through County Public Affairs Division

2. Phase II:
a. Implement Omnibase Program for non-renewal of drivers license on outstanding citations owed to Hidalgo County
b. Implement Scofflaw Program for non-renewal of motor vehicle registration sticker on outstanding citations owed to Hidalgo County

3. Phase III:

August 09, 2011

approved D. AI-27930 Approval to authorize the Executive Officer to notify HHSC (UPL) and other external agencies of budget reductions.

approved E. AI-27928 Approval to consolidate/sweep all General Fund travel from non-elected official departments and require departments to seek Commissioners' Court approval before traveling.

approved F. AI-27922 Discussion, consideration, and approval for the development and implementation of an Hidalgo County Alternative Incarceration Program.

G. AI-27902 Pct #4 R&B (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Drainage Revenues.

approved

2. Approval of 2011 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the amount of $60,421.46 (Reimbursement from HCDD#1 for Edinburg Lake Project).

no action H. AI-27858 Approval of Interlocal Agreement with TxDOT (Texas Department of Transportation) for flagging of Texas Motor Vehicle Registration Records for the purposes of implementing a Scofflaw Program.

I. **Budget Appropriations:**

1. AI-27897 Constable Precinct No. 4 (1284):
Approval of appropriation of the FY2010 Operation Stonegarden Grant funds for the Constable Precinct No. 4 in the total amount of $20,090.11.

19. **Purchasing Department - Marty Salazar:**

Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

nothing to report 1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

August 09, 2011

3. AI-27832 Acceptance and approval of the final construction contract document (awarded by CC-07-05-11) with Asago, LLC, dba, Asago Construction in the amount of $643,798.80 for: "Road & Drainage Construction of El Gato Road Improvements"- project #C-11-161-07-05 for Hidalgo County Precinct No. 2.

approved

D. Pct. 4

1. AI-27884 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/construction management services:

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Management Firms to act as County's Designated Representative under the current AIA form of agreement for the design and construction of: A New Administration Building in Precinct 4 Area:

approved

1. Prodigy Construction Management LLC- Score 83; Rank: 1;
2. SAM Engineering & Surveying, Inc.- Score 78.6; Rank: 2;
3. G.A.S. Enterprises, Inc.- Score 54.6; Rank: 3;

c. Authority for the Purchasing Department to negotiate a professional Contruction Management Services contract with the No. 1 ranked firm of Prodigy Construction for the provision of Construction Management Services in connection with serving as Owner's Designated Representative under current AIA form of agreement for the design and construction of: A New Administration Building in the Precinct 4 Area.

approved

2. AI-27891 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering;

approved a-c

b. Presentation of the scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of engineers in connection to required engineering service for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

1. L&G Engineering- Score 98.3 Rank: 1;
2. Tedsi Infrastructure Group- Score 94.7 Rank: 2;
3. SAM Engineering & Surveying, Inc.- Score 93.3 Rank: 3;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No. 1 ranked firm of L&G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

approved

3. AI-27875 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services/engineering;

approved

b. Presentation of the scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of engineers in connection to required engineering service for Carmen Avila Road from end of existing pavement, North to Cibolo Road located in Precinct No. 4;

approved

1. Barrera Torres Insfrastructure, PLLC (BTI)- Score 86 Rank: 3;
2. SAM Engineering & Surveying, Inc.- Score- 89 Rank: 2;

3. LeFevre Environmental & Management- Score 94 Rank: 1 ;

approved

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No. 1 ranked firm of Le Fevre Environmental for the provision of engineering services for Carmen Avila Road from end of existing pavement, North of Cibolo Road located in Precinct No. 4

4. AI-27911 Acceptance and approval of Work Authorization No. 1 in the amount of ($ 15,010.38) submitted by Dos Logistics Inc. contracted engineer for provision of professional services for: Preparation of Preliminary Reports on Brushline Road (Drainage) Project through Contract #C-11-155-05-31-Road and Bridge, C.I.P. and Other Projects in General (on an as needed basis) for Hidalgo County Precinct No. 4.

approved

E. HIDTA

1. AI-27842 Presentation of the bids received detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of lease agreement for Request for Bid titled:Lease of Tower Space for HIDTA Task Force Project No. 2011-192-07-27CGA.

approved

20. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27836 C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

E. AI-27866 C-2051-11-B; Juan Carlos Valdivia v. County of Hidalgo, Texas

F. AI-27862 Claim of Sofia Rivas Velasquez

21. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27837 C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

E. AI-27867 C-2051-11-B; Juan Carlos Valdivia v. County of Hidalgo, Texas

F. AI-27863 Claim of Sofia Rivas Velasquez

22. Closed Session:
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. Open Session:
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

APPROVED

AI-27875 **19. D. 3.**
CC REGULAR
Meeting Date: 08/09/2011
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services/engineering;

b. Presentation of the scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of engineers in connection to required engineering service for Carmen Avila Road from end of existing pavement, North to Cibolo Road located in Precinct No. 4;

1. Barrera Torres Insfrastructure, PLLC (BTI)- Score_86____ Rank:_____;
2. SAM Engineering & Surveying, Inc.- Score- 89___ Rank:_____;
3. LeFevre Environmental & Management- Score__94___ Rank:_____;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No. 1 ranked firm of Le Fevre Env & Mgt ___for the provision of engineering services for Carmen Avila Road from end of existing pavement, North of Cibolo Road located in Precinct No. 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 8-5-11 $38,120.05

Attachments

Grid
Email Carmen Avila Road

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:01 PM
Manuel Chapa	Angela Garcia	08/04/2011 09:06 AM
Purchasing Department	Marty Salazar	08/04/2011 04:32 PM
Auditor's Office	Arcilia Duran	08/05/2011 04:12 PM
Purchasing Department	Angela Garcia	08/05/2011 04:26 PM
Manuel Chapa	Manuel Chapa	08/05/2011 04:36 PM

Form Started By: Gricelda Villarreal Started On: 08/03/2011 03:16 PM
Final Approval Date: 08/05/2011

AI-33761 **Purchasing Department 17. C. 1.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder (GBB,Rentals, LTD) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County WIC Program-Lease of Office Space-City of Weslaco" RFB No. 2012-104-06-20-SMA.

BACKGROUND

1. Current Contract expires November 17, 2012
2. Contract document was reviewed and approved as to form by legal counsel on 08/15/12

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-3-441

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

BUDGETARY IMPACT:

Funding will be available through 2013 grant funding that will commence Oct. 1 2012.

Attachments

participation, tabulation and contract document

Form Review

Form Started By: Sandra Montalvo Started On: 08/24/2012

Final Approval Date: 08/24/2012

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

TO: **Norma Longoria, Director**
Hidalgo County WIC Program

Attn: **Mague Gonzalez, Adm. Asst.** **Vía email:** mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: **June 20, 2012**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2012-104-06-20-SMA- **Hidalgo County WIC Program-Lease of Office Space-City of Weslaco"**

We have received **sole-response** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **June 27, 2012 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2.1292.441.00.350.001.2.441.

Recommendations/Concerns: Please award to GBB Rentals

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Norma Longoria Norma Longoria WIC 6/22/12

AUTHORIZED SIGNATURE **PRINTED NAME** **DEPARTMENT** **DATE**

Enclosures.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: June 20, 2012 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County WIC Program-Lease of Space-City of Weslaco

BID NO.: 2012-104-06-20-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.	**GBB RENTALS** Attn: Enrique Garza	email & Mail	Sandra Montalvo	06/06/12	5310 Garret Road Harlingen, TX. 78552 956-551-7664 F# 956-447-9198 egarza@bibisicorp.com
2.	**LAURA SALINAS** Attn: Laura Salinas	email/ Mail	Sandra Montalvo	06/06/12	419 N. 12th St (residence) Donna, TX. 78537 P# 956-461-2851
3.	**COHR'S REALTY GROUP** Attn: Jonathan	email	Sandra Montalvo	06/06/12	202 N Salinas Blvd Donna, TX 78537 P# 956-464-5385 crgoffice@aol.com
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM			
BID OPENING DATE: June 20, 2012		**BID OPENING TIME: 9:30 A.M.**	
DESCRIPTION OF BID: "LEASE OF OFFICE SPACE-CITY OF WESLACO			
BID NO: 2012-104-06-20-SMA			**BUYER: SANDRA MONTALVO**
	NAME OF COMPANY	**PER SQ. FT. PRICE**	**TOTAL PRICE per month**
1.	GBB RENTALS, LTD	**$0.95**	**$3,102.70**
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

C-12-104-08-28

THIS LEASE is made and entered into by and between GBB Rentals, LTD., referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on November 18, 2012 (as hereinafter defined) and ending on November 17, 2017 (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the

Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as

Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as of the ninetieth day the day of Lessee's notice to terminate were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Three Thousand One Hundred-Two and 70/100 ($3,102.70) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 5310 Garrett Rd, Harlingen, TX 78552 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the

Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and

cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements.

The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of

non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to

rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by

the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable

diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
GBB Rentals, LTD
Attn: Spencer Bell, Manager
5310 Garrett Rd
Harlingen, Texas 78552

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall

not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement,

Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2012.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

GBB Rentals, LTD

_____
By:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

All of Lots Thirteen (13) and Fourteen (14) and the South 10 feet of Lot Twelve (12), Block Two (2), GRAY SUBDIVISION, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 14, Page 17, Map Records, Hidalgo County, Texas.

All of Lot Eleven (11) and the North 15 feet of Lot Twelve (12) Block Two (2), GRAY SUBDIVISION, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 14, Page 17, Map Records, Hidalgo County, Texas.

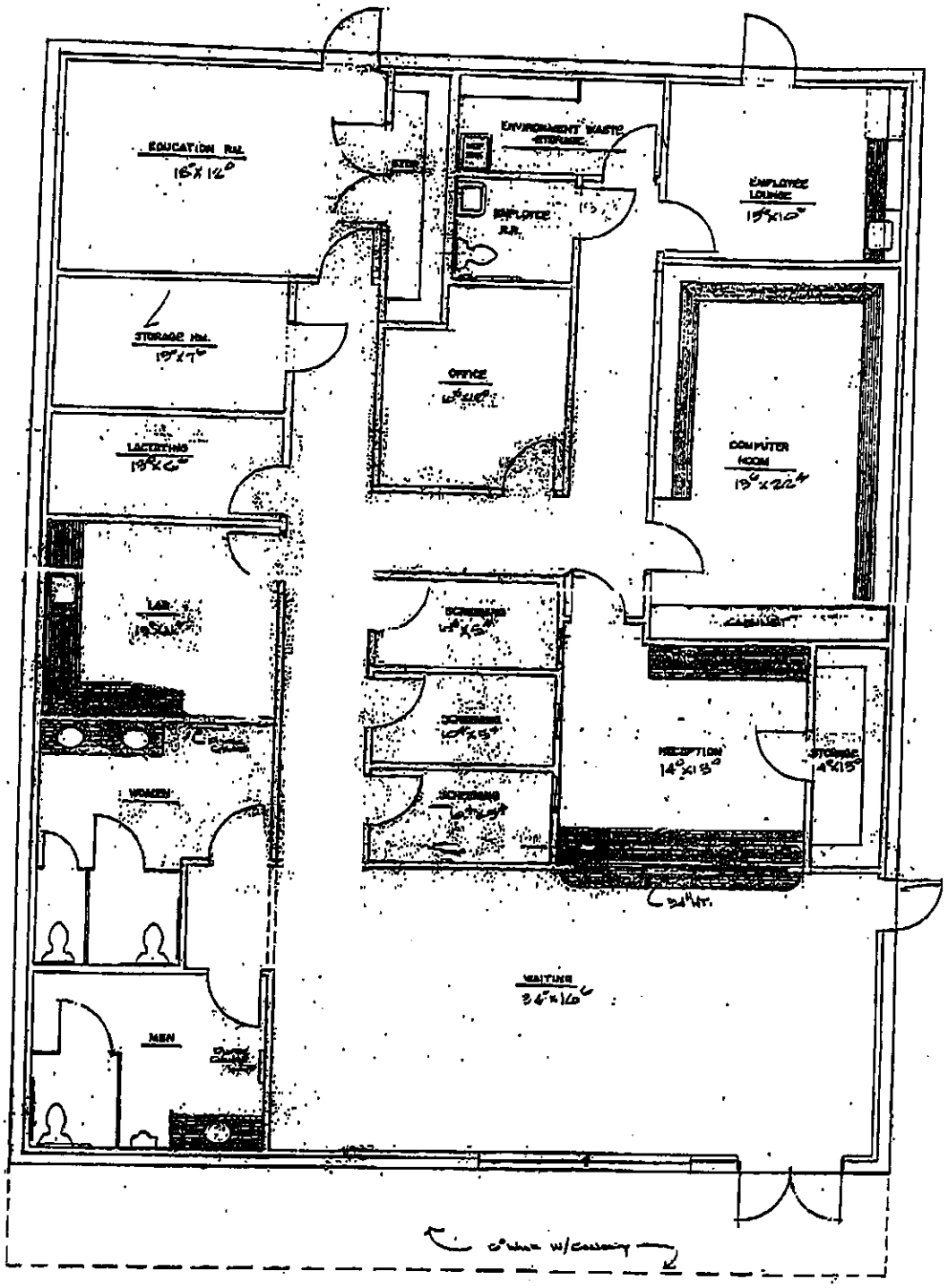

EDUCATION RM.
16'X12'
ENVIRONMENT WASTE STORAGE
EMPLOYEE LOUNGE
15'x10'
EMPLOYEE R.R.
STORAGE RM.
19'x7'
OFFICE
COMPUTER ROOM
19'x22'
LACTATING
19'x6'
LAB
SCREENING
SCREENING
SCREENING
RECEPTION
14'x15'
STORAGE
4'x15'
WOMEN
24" HT.
WAITING
36'x16'
MEN
CLOSET
Column w/ casework

EXHIBIT "B"
REQUEST FOR BID (RFB) &
BID PAGE

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 04, 2012

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **Hidalgo County WIC Program**
Request for Bids -***"Lease Of Office Space-City of Weslaco"***
Bid No: **2012-104-06-20-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)
Hidalgo County WIC Program
"Lease of Office Space-City of Weslaco"
Bid No: 2012-104-06-20-SMA

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1.	Request for Bids, Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Requirements	2
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Contract Service Contract	21

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

June 4, 2012
Date

Bid No: 2012-104-06-20-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 x 4865

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"Lease Office Space-City of Weslaco"

BID OPENING DATE: June 20, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626



Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM- LEASE OFFICE SPACE-CITY OF WESLACO"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:***"BID-2012-104-06-20-SMA-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF WESLACO"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281,mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, June 20 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-2012-104-06-20-SMA-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF WESLACO"*. 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

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 of 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 –LEASE OFFICE SPACE-CITY OF WESLACO"** 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
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) 381-4646

17. SCHEDULE OF EVENTS

Bid Opening at 9:30 a.m.	**June 20, 2012**
Award of Contract	
Commence Work or Deliver Products	

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 hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"LEASE OF OFFICE SPACE- CITY OF WESLACO"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program

"Lease of Office Space –City of Weslaco"

RFB No.: 2012-104-06-20-SMA

SCOPE OF SERVICES:

Hidalgo County WIC Program is requesting bids from agencies or individuals that can adequately demonstrate that they have the resources, experience, and qualifications necessary to provide office space for the delivery of WIC Program services in the Weslaco, TX area. Agencies or individuals attest no outstanding Hidalgo County judgments or tax delinquencies. Bids received not meeting all mandatory requirements will not be considered.

The proposed building should be in good working condition to provide the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms. Said office space should be located in a major thoroughfare in Weslaco, Texas.

SPECIFICATIONS/REQUIREMENTS:

1) Bidder must provide a minimum of 3,000 square feet to a maximum of 4,000 square feet of available tile floor space to perform WIC services.

2) The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

3) Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.

4) Parking area should have twenty (20) parking spaces available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

5) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pickup.

6) Bidder will be responsible for electrical, painting, air and cooling maintenance also by keeping entire Building free of mold at all times.

7) Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract.

8) Bidder must charge by the square foot for the rental space.

9) The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

10) Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

11) The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by Lessor and at Lessor's cost.

12) An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and ninety (90) days from the date of awarding bid or the award will become void/null.

13) Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for electrical, central air/heating system maintenance and keeping the entire building mold free at all times.

14) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

15) Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

16) Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

17) Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

18) If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

TERMS AND CONDITIONS:

1) Term of contract shall be for a period of five (5) years with the County's option to renew for one (1) additional year under the same terms and conditions. Lease will have a sixty (60) day cancellation clause.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid/ contract

3) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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.

4) Any contract awarded to a successful bidder will be in effect until;
   (a) The contract expires;
   (b) Delivery and acceptance of products and/or performance of service ordered, or;
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

5) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) 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, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, June 13, 2012 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, June 15, 2012 by 5:00 p.m.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County WIC Program

"Lease of Office Space-City of Weslaco"

BID NO: 2012-104-06-20-SMA

EXHIBIT "B"

Bid Page
Hidalgo County WIC Program
"Lease of Office Space-City of Weslaco"
BID No. 2012-104 06-20-SMA

Monthly charge for "Lease space WIC-Clinic in the City of Weslaco" as requested , but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial five (5) year term of the contract.

BID PRICE PER SQUARE FOOT: $ _____

TOTAL MONTHLY BID PRICE: $ _____

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: _____

PHYSICAL LOCATION OF PROPOSED BUILDING: _____

_____

_____

PROPERTY ID # and/or GEOGRAPHIC ID: _____

LEGAL DESCRIPTION OF PROPERTY: _____

_____

EXHIBIT "B"

Bid Page
Hidalgo County WIC Program
"Lease of Office Space-City of Weslaco"
BID No. 2012-104 06-20-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A
	INSURER B:
	INSURER C:
	INSURER D
	INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGR LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				[redacted]	$
						$
					(Any one person)	$
					PER [illegible] & ADV INJURY	$
					[illegible] AL AGGREGATE	$
					[illegible] 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)	$
C	**GARAGE LIABILITY** ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE ☐ RETENTION $					$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County WIC Program

"Lease of Office Space-City of Weslaco"

BID NO: 2012-104-06-20-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**	
State of Incorporation: _____ **Date:**_____ **Other:**	
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____**Disadvantaged Business (At Least 51% Ownership)**	
_Less than 125,000 annual gross receipt Less than 250,000 annual gross receipt Less than 499,000 annual gross receipt More than 500,000 annual gross receipt	Black American Hispanic American Asian Pacific American	Native American Women Other
Have you been certified as a HUB or an MBE/WBE source?: Yes No	
Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: Yes No	
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**	
Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: **Yes** **No**

If yes, by whom?: **Texas Building & Procurement Commission** **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** **Yes** **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

Bid Page
Hidalgo County WIC Program
"Lease of Office Space-City of Weslaco"
BID No. 2012-104 06-20-SMA

OPENED 9:48 6-20-12 Witnessed

Monthly charge for "Lease space WIC-Clinic in the City of Weslaco" as requested , but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial five (5) year term of the contract.

BID PRICE PER SQUARE FOOT: $ .95

TOTAL MONTHLY BID PRICE: $ 3,102.70

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 3,266

PHYSICAL LOCATION OF PROPOSED BUILDING: 417 S. OREGON AVENUE WESLACO, TEXAS 78596

PROPERTY ID # and/or GEOGRAPHIC ID: G7300-00-002-0011-00 AND G7300-00-002-00

LEGAL DESCRIPTION OF PROPERTY:

EXHIBIT "B"

Bid Page
Hidalgo County WIC Program
"Lease of Office Space-City of Weslaco"
BID No. 2012-104 06-20-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: GBB RENTALS, LTD

ADDRESS: 5310 GARRETT RD

CITY/STATE/ZIP CODE: HARLINGEN, TX 78552

PHONE & FAX NO'S: FAX # 956-968-9222

CELLULAR NO: Cell # 956-551-7662 and 956-551-7664

E-MAIL ADDRESS: sbell1@hiline.net

AUTHORIZED SIGNATURE: Spencer Bell

PRINTED NAME: SPENCER BELL

TITLE MANAGER

EXHIBIT "C"
CERTIFICATE OF INSURANCE

GBBRE-1 OP ID: EP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/12

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Josh Fields 956-682-2841 956-630-4015	CONTACT NAME: Eloise Padron PHONE (A/C, No, Ext): 956-423-8755 FAX (A/C, No): 956-428-0730 E-MAIL ADDRESS: epadron@swkins.com
INSURED GBB Rentals, L.P. Spencer Bell 5310 Garrett Road Harlingen, TX 78552	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Auto Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		PBP257333201	09/01/11	09/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PBP257333201	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Buildings or Premises - Lessors Risk Only for Locations at: 417 S Oregon, Weslaco, TX 78596

Building coverage includes, Fire, Replacement Cost & Windstorm/Hail coverage
Certificate Holder is Additional Insured

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
Sandy Suarez, Buyer II
2802 So Bus. 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
RW. Shepard

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AI-33759 **Purchasing Department 17. D. 1.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of lowest bid received as detailed in Tabulation sheet contained herein meeting all specifications/requirements for the purpose of award and approval of contract for Request for Bid Titled: Hidalgo County Tax Assessor/Collector-Printing and Mailing of Tax Statements-Tax Rolls and Envelopes"-project No.: 2012-121-07-18-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioners' Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-15-140-001-0-350

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

BUDGETARY IMPACT:

Available funds as of 8/24/12 are $40,000.00.

Attachments

Recommendation, Tab & Participation

Contract

Form Review

Form Started By: Sandy Suarez Started On: 08/24/2012

Final Approval Date: 08/24/2012

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Armando Barrera, Jr., RTA**
Hidalgo County Tax Assessor/Collector

ATTN: Ferny Cantu via email: ferny@hidalgocountytax.org
Mary Garcia via email: mariagarcia@hidalgocountytax.org

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: July 18, 2012

RECEIVED JUL 25 2012 8:25 By

RE: ***BID AWARD RECOMMENDATION REQUEST*: – Hidalgo County Tax Assessor/Collector "Printing and Mailing of 2012 & 2013 Tax Statements, Tax Rolls and Envelopes" Bid No. 2012-121-07-18-SGS**

We have received two (2) responses to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **July 25 2012 @ 10:00 a.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandy.suarez@co.hidalgo.tx.us**

Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-415-15-140-001-0-350

Recommendations/Concerns: Recommendation is hereby made in favot of information Management Solutions, LLC.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Armando Barrera Jr	Tax Office	7/25/12

Enclosures

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

July 24, 2012

MS. Marty Salazar
Hidalgo County Purchasing Agent
2802 South Business Hwy 281
Edinburg, Texas 78539

Re: Bid No. 2012-121-07-18-SGS

Dear Ms. Salazar:

Recommendation is hereby made in favor of Information Management Solutions, LLC from San Antonio, Texas for the amount of $35,878.00.

Information Management Solutions, LLC is the lowest bidder by $2,053.50 over the next lowest vendor. They have performed the job in the past and have done a good job.

Should you have any questions in regards, do not hesitate to contact my office.

Sincerely,

Armando Barrera Jr., RTA
Hidalgo County Tax Office

ABJ:nc

Xc: MS. Sandy Suarez
Purchasing Department

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Tax Assessor/Collector Office

DESCRIPTION OF BID: "Printing & Mailing of 2012 & 2013 Tax Statements- Tax Rolls and Envelopes"

BID OPENING DATE: JULY 18, 2012 | **BID OPENING TIME: 9:30 A.M.**

BID NO: 2011-121-07-18-SGS | **BUYER: Sandy Suarez**

	NAME OF COMPANY		ITEM	TOTAL BID PRICE 2012	TOTAL BID PRICE 2013
1	Information Management Solutions, LLC San Antonio, TX. 78217	1-Part Laser Printed Tax Statements (20lb) *(2012-Light Green 2013-Canary Yellow)*	I	$ 15,868.00	$ 15,868.00
		Double-Sided Laser Printed Tax Roll Pages	II	$ 2,656.00	$ 2,656.00
		Folding Inserting, Pre-sorting & Mailing Tax of Statements (Item I) to Edinburg, TX. Post Office	III	$ 8,100.00	$ 8,100.00
			IV		
		1. Return Envelopes #9		$ 3,080.00	$ 3,080.00
		2. Special Window Envelopes-Permit 44		$ 5,019.00	$ 5,019.00
		3. Brown Kraft Wove Booklet Envelopes #28		$ 30.00	$ 30.00
		4. White Wove Window Booklet Envelopes # 28		$ 625.00	$ 625.00
	Other Charges	Tracking Statements to Hidalgo Co. & any & all other shipping & freight.		$ 500.00	$ 500.00
			Total	**$ 35,878.00**	**$ 35,878.00**
2	Variverge Data-print-mail Amarillo, TX. 79101	1-Part Laser Printed Tax Statements (20lb) *(2012-Light Green 2013-Canary Yellow)*	I	$ 15,624.00	$ 15,984.00
		Double-Sided Laser Printed Tax Roll Pages	II	$ 1,500.00	$ 1, 500.00
		Folding Inserting, Presorting & Mailing Tax Statements (Item I) to Edinburg, TX. Post Office	III	$10, 800.00	$10, 800.00
			IV		
		1. Return Envelopes #9		$ 3,630.00	$ 3,630.00
		2. Special Window Envelopes-Permit 44		$ 5,557.50	$ 5,557.50
		3. Brown Kraft Wove Booklet Envelopes #28		$ 195.00	$ 195.00
		4. White Wove Window Booklet Envelopes # 28		$ 625.00	$ 625.00
	Other Charges	----------		--	--
			Total	**$ 37,931.50**	**$ 38,291.50**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: July 18, 2012 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "Printing and Mailing of 2012 & 2013 Tax Statements – Tax Rolls and Envelopes"
BID NO.: 2012-121-07-18-SGS

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE(IF APPLICABLE) OR INITIALS Of STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.	**LASERPRINTERS & MAILING SERVICE Attn: Katy**	E-MAIL	Sandy Suarez	07/02/12	801 Perrin Beitel San Antonio, TX. 78217 P# 210-590-6565 F#210-590-1620 katy@lpmsi.com
2.	**HAMER ENTERPRISES EZ ACCESS/TEXAS LOGIC Attn: Mike Bruan**	E-MAIL	Sandy Suarez	07/02/12	4200-A N. Bicentennial Dr., McAllen, TX. 78504 P# 956-682-3466 F# 956-682-0906 mgbraun@hecorp.com
3.	**ZYTRON, INC. Attn: Jerry South**	E-MAIL	Sandy Suarez	07/02/12	4101 Directors Row Houston, TX. 77092 P# 713-263-1506 F#713-957-0438 jsouth@zytron.net
4.	~~**DIRECT MAIL PARTNERS Attn: Laura Sullivan**~~	~~E-MAIL~~	~~Sandy Suarez~~	~~07/02/12~~	~~1505 Wallace Drive, Ste. 154 Carrollton, TX. 75006 P# 972-446-3671 x 104 214-557-7147 Laura.sullivan@directmailpartners.com~~
5.	**WEST TEXAS MICROGRAPHICS, LLC Attn: McKenzie Wesley**	E-MAIL	Sandy Suarez	07/02/12	920 West 9th Amarillo, TX. 79101 P# 806-373-6445 C#806-223-5584 mckenziew@westexmicro.com
6.	**INFORMATION MANAGEMENT SOLUTIONS Attn: Sy Green or Thomas Kelly Dowe**	E-MAIL	Sandy Suarez	07/02/12	2422 Freedom St. San Antonio, TX 78217 P# 210-826-4994 x 18 F# 210-826-2676 sy@totalims.com-kelly@totalims.com
7.	**EXPEDIENT MAIL Attn: Glen Hudson**	E-MAIL	Sandy Suarez	07/02/12	2900 Finfeather, Ste 103 Bryan, TX. 77801 P# 979-821-2588 ghudson@sunbelt-graphics.com
8.	**QUESTMARK INFORMATION MANAGEMENT, INC. Attn: Kelly Salinas**	E-MAIL	Sandy Suarez	07/02 & 07/03/12	9440 Kirby Dr, Houston, TX. 77054 F#713-622-9660 P# 713-662-9022 C#281-441-1024 kellyrs@qiminc.com
9.	**METAVANTE Attn: James Hayes Sr.**	E-mail	Sandy Suarez	07/02/12	113 seaboard Ln Ste A-250 Franklin, TN. 37067 P# 859-523-1180 F# 615-665-6762 C#859-321-1854 James.hayes@fisglobal.com
10.	**MAILBOX DIRECT ATTN: Micheal Hartley**	E-mail	Sandy Suarez	07/02/12	36 Long Creek Rd. Austin, Texas 78737 512-550-1097 F#383-5818 Mhartley@mailmaxdirect.com
11.	**CURTIS 1000 Attn: Oscar Zapata**	E-mail	Sandy Suarez	07/02/12	1620 Xanthisma Ave. McAllen, TX. 78504 P# 877-287-8715 x 5449 C#956-605-1309 F# 956-631-1001 ozapata@curtis1000.com
12.	**PINNACLE DATA SYSTEMS, LLC Attn: Peggy Banks**	E-mail	Sandy Suarez	07/03/12	O# 770-806-2525 888-259-6601 x 525 peggybanks@pinnacledatasystems.com

13	**Kelvan Musgrave**	E-mail	**Sandy Suarez**	**07/03/12**	**6842 Arboreal Drive** **Dallas, TX. 75231** **P#214-503-6356 D# 468-556-5005** **kmusgrave@highcottonusa.com**
14	**Texas Mail Center Mailing Services** **Attn: Richard Green**	E-mail	**Sandy Suarez**	**07/03/12**	**624 Krona Drive Ste 125** **Plano, TX. 75074-8323** **P 972-379-0251** **F 972-379-0254** **rgreen@texasmailcenter.com**
15	Seven Out Source Attn: Leena Adeshara	E-mail	**Sandy Suarez**	**07/03/12**	113 Barksdale Professional Center Newark, DE 19711-3258 leena [leena.adeshara@gmail.com]
16.	~~United Systems of Arkansas~~ ~~Attn: Jack Pennington~~ 7/18/12 no locations in TX. If future project open up to out of State vendors, plz send packet.	E-mail	**Sandy Suarez**	**07/05/12**	1201 Main Street Little Rock, Arkansas 72202-5031 P#800-264-0812-501-374-0812 jack@unitedsystems.net
17.	FTB 2012 Attn: Sarrah Soza	E-maillet	**Sandy Suarez**	07/06/12	1766 N. Helm Ave #105 Fresno, CA. 93727 P-559-456-23893 F-559-456-2066 C-559-930-23843 Sarrah@ftb.fresno.com
18.	Expressway Printing Copying & More Lisa M. Quintanilla	E-mail	**Sandy Suarez**	**07/12/12**	2020 East Expressway 83 Suite 4 Mercedes, TX 78570 Office: (956) 825-9829 Fax: (956) 825-9930 HUB Certification pd lquintanilla@xprpcm.com
19.	Moonlight Business Process Outsourcing Attn: Shannon England, sales mgr.	E-mail	**Sandy Montalvo**	**07/11/12**	Sales@moonlightbpo.com 541-550-9305 C# 866-348-9791
20.	Prime Vendor	E-mail	**Sandy Montalvo**	**07/11/12**	Bids17@prime-vendor.com
21	Educational Systems Solutions Chris Montoya	E-mail	**Sandy Montalvo**	**07/11/12**	camontoya@com.cast.net 1-888-375-5826
22	Joe Krueger	E-mail	**Sandy Montalvo**	**07/11/12**	Joekrueger53211@gmail.com

***VIA:**
IN PERSON (IP) **E-MAIL (EM)**
TELEPHONE REQUEST (TR) **FACSIMILE (FAX)**
BIDDER LIST MAIL OUT (BLM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-121-08-28

THIS CONTRACT is made and entered into this 28th day of August, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Information Management Solutions, L.L.C. a Texas Limited Liability Company ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2012 & 2013 Tax Statements, Tax Rolls and Envelopes"** for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's bid attached hereto as Exhibit "B"(the "Bid Page"), both such exhibits incorporated herein for all purposes the "Bid Page"; 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 agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office 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. The term of the Contract shall be from August 21, 2012 to November 30, 2013 for the printing of the 2012 and 2013 Tax Statements. Upon receipt of data tapes or FTP files from Tax Assessor/Collector for each year, Company shall print and deliver to the Hidalgo County Tax Office the printed Tax Statements within a period of two (2) weeks. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less timeframe may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the

operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	Hidalgo County Attn: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Company:	Information Management Solutions, L.L.C. Attn: Thomas Kelly Dowe, Vice President 2416 Brockton St., #105 San Antonio, TX 78217

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 Hidalgo County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. 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).

WITNESS our hands in duplicate originals this_____ day of_____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

July 02, 2012

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE**
Request for Bids -**"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls & Envelopes"**
Bid No: 2012-121-07-18-SGS

Dear Prospective Bidders:

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/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS & ENVELOPES"
RFB NO: 2012-121-07-18-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, 2012 & 2013 Specifications/Requirements	5
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Contract	8
10.	Samples – Tax Statement-Tax Roll-Return Envelope & Window Envelopes	8

The above mentioned items shall be found in the Request for Bids (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 02, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY TAX
ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

RFB No.: 2012-121-07-18-SGS

Bid No: 2012-121-07-18-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls and Envelopes"

BID OPENING DATE: JULY 18, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls and Envelopes"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-121-07-18-SGS- HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2012 & 2013 Tax Statements - Tax Rolls and Envelopes"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-121-07-18-SGS-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls and Envelopes"

   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 of 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 and Contract Number (if any)
d) Notation **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls and**

Envelopes" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**July 18, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to 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 TAX ASSESSOR/COLLECTOR OFFICE
"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls and Envelopes"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

RFB No.: 2012-121-07-18-SGS

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Tax Assessor/Collector

"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls and Envelopes"

BID NO: 2012-121-07-18-SGS

Hidalgo County Tax Assessor/Collector's office is currently soliciting to contract a qualified vendor that meets and/or exceeds all specification/requirements, terms and conditions for ***"Printing and Mailing of 2012 & 2013 Tax Statements -Tax Rolls and Envelopes"*** on the following items:

Item I: --------Approximately 360,000 1-Part Laser Printed Tax Statements
Item II: -------Approximately 50,000 Double-Sided Laser Printed Tax Rolls Pages
Item III: ------Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item IV: ------Envelopes required for mailing, (Item I).

All bids must be in writing, the original signed in **blue ink** and mailed or delivered to: **Martha L. Salazar, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78540**. Only Bids that include the four (4) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

ITEM I. TAX STATEMENT

1) Size: 8 1/2" x 14" printed on two-sides.(3 inches from bottom is the perforation)

2) Perforated for return payment stub (horizontal).

3) Laser printed Tax Statements on 20 lb. **2012** Tax Statements, **must** be printed on **light green** color paper, in black ink and for the laser printed **2013** Tax Statements on 20lb, **must** be printed on **light canary** color paper in black ink.

4) Statement must be designed for the collection of taxes printed on two-sides for multiple entities.

5) Statement must be designed to be mailed in a special window envelope designed by the Tax Office.

6) Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.

7) Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.

8) All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD, DVD's or FTP site.**

9) Print selected information in **Delivery Bar Code/OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.

10) Print selected messages in English and Spanish.

11) Printed in zip code order and alphabetical order within the zip code.

12) Need PDF files of statements broken down by 4GB DVD's. The PDF files need to be full text searchable and the file name to be the account number. (i.e. A1000-00-000-0000-00. pdf)

ITEM II. TAX ROLLS

1) Laser printed on #24 white paper.
2) Printed on 8 ½" x 11" loose sheets, **(Do Not Bind).**
3) All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD, DVD's, or FTP Delivery).
4) Tax roll must be printed(PDF file will be provided) as specified by Tax Office(double-sided Tax Rolls)

ITEM- III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1) Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode are visible and in compliance with U. S. Postal Service specifications for automated processing.
2) Statement(s) and a #9 return envelope will be inserted into a #10 special window envelope.
3) Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service.

ITEM IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1) Return Envelopes #9. (Approximately 220,000) (sample enclosed)
2) Special Window Envelopes #10- Permit 44 (Approximately 285,000) (sample enclosed)
3) Brown Kraft Wove Booklet Envelopes #28. (Approximately 3,000) (sample enclosed)
4) White Wove Window Booklet Envelopes #28. (Approximately 2,500) (sample enclosed)

PRINTING INSTRUCTIONS:

TAX STATEMENTS		File	Printed Copies	PDF Image Copy
1)	Non Mortgage accounts (Zip, Alpha)	1	1	1
2)	Mortgage accounts (Zip, Alpha) Customer Copy	1	1	1
3)	Mortgage accounts (Mort, X-Ref) Tax Office	1	1	1

To Be Mailed by Tax Office (Approx. 30,000 Mortgage Accounts)

TAX ROLLS-(Consolidated tax roll to include the following Entities)

GHD- ACT#1	DR1-ACT#2	FD1-ACT#3	FD2-ACT#4
FD3-ACT#5	FD4-ACT#6	WSRG-ACT#7	CAN-ACT#21
CEB- ACT #22	CES-ACT #23	CED- ACT #24	CGR-ACT #25
CVL-ACT#26	CPM-ACT#27	CMC-ACT#28	CHD-ACT#29
CMS-ACT#32	CPR-ACT#33	CPN-ACT#34	CLJ-ACT#35
CPO-ACT#36	CSJ-ACT#37	CSV-ACT#39	CWL-ACT#40
SEB-ACT#41	SEE-ACT#42	SPA-ACT#43	SLV-ACT#44
SMA-ACT#45	SMC-ACT#46	SML-ACT#47	SMS-ACT#48
SLJ-ACT#49	SPR-ACT#50	SSL-ACT#51	SVV-ACT#52
SWL-ACT#53	SST-ACT#54	JCC-ACT#55	SDN-ACT#56
SHD-ACT#57			

4) Upon completion of above mentioned processes, Tax Office personnel will inspect the statements (original samples) and with authorization from the current elected **Hidalgo County Tax Assessor-Collector,** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy. 281, Edinburg, Texas.

SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS

1) **Term of this Contract will be for two (2) years with no option to extend.** Each year shall be for two weeks or less turnaround from the **date** of receipt of HD or FTP Text files. However, it may **be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.**

2) The awarded vendor(s) must provide samples of (the actual perforated original sample) proposed items for approval prior to printing and mailing.

3) Bid amount must include materials, conversion of data, delivery and all other related costs.

4) **Postage** will be the responsibility of Hidalgo County Tax Office (Permit No. 44, Edinburg Texas Post Office).

5) A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.

6) Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

7) Hidalgo County may seek purchases/service from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

8) Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

9) 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.

10) All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

11) HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

12) Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action.

14) 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 cancelled.

15) Bidder(s) commitment to print and deliver mail out of **2012 Tax Statement**, no later than **November 1, 2012.** For **2013 Tax Statements**, no later than **November 1, 2013.**

16) In the event, the final printed statements do not meet the specifications of the final accepted proof by Hidalgo County Tax Office representative, the awarded vendor will be responsible for any additional fees which may have been incurred by Hidalgo County.

17) Vendor must provide at least two (2) references with other governmental clients located in the State of Texas such as; cities, counties, etc.

18) **Vendor shall have at least one (1) office located in the State of Texas.**

19) A Performance bond in the full amount of the quoted amount will be required from the firm that is awarded the contract to guarantee compliance as to specifications and delivery date.

20) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

21) Close communication with the Tax office is very important and must be kept throughout the term of contract. At **least 5 months** prior to the commencement of the 2013 Tax Statements, Tax Rolls and Envelopes, Contact must be made with Ferny Cantu or Mary Garcia at the Tax office, whether by telephone (956) 318-2157, via –E-mail or by meeting, in order to review and follow up on the Specifications for the Tax Statements for 2013.

22) **PRE-BID CONFERENCE: will be held on Friday, July 06, 2012 @ 10:00 A.M., at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281 –New Administration Bldg., Edinburg, Texas. We encourage all interested vendor(s) to attend.**

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 (956)292-7612 or via e-mail sandy.suarez@co.hidalgo.tx.us by no LATER THAN, Wednesday, July 11, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 13, 2012, by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

RFB No.: 2012-121-07-18-SGS

EXHIBIT "B"

Bid Page-2012 & 2013

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2012 & 2013 Tax Statements- Tax Rolls and Envelopes"

BID No. 2012-121-07-18-SGS

The quantities stated are the estimates of Hidalgo County. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. No under-runs allowed and over runs will be at no charge to the County.

NIGP Commodity Code: 966-76 & 966-31

DESCRIPTION OF SERVICES TO BE PERFORMED ON AS NEEDED BASIS		ESTIMATED ANNUAL QUANITY	PRICE 2012	PRICE 2013
ITEM- I	1-Part Laser Printed Tax Statements (20lb) *(2012 - Light Green -- 2013 –Canary Yellow)*	**360,000**	**$**	**$**
ITEM- II	Double-Sided Laser Printed Tax Roll Pages	**50,000**	**$**	**$**
ITEM-III	Folding, Inserting, Presorting and Mailing of Tax Statements, (Item I) to Edinburg, Texas Post Office		**$**	**$**
ITEM- IV	1) Return Envelopes #9	**220,000**	**$**	**$**
	2) Special Window Envelopes - Permit #44	**285,000**	**$**	**$**
	3) Brown Kraft Wove Booklet Envelopes #28	**3,000**	**$**	**$**
	4) White Wove Window Booklet Envelopes #28	**2,500**	**$**	**$**
		****Any other additional charges**	**$**	**$**
		TOTAL BID PRICE	**$**	

****Please provide an explanation of additional charges that may be incurred:**

_____

_____

_____

_____

2012-Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2012.

2013-Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2013.

EXHIBIT "B"

Bid Page-2012 & 2013

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2012 & 2013 Tax Statements- Tax Rolls and Envelopes"

BID No. 2012-121-07-18-SGS

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

RFB No.: 2012-121-07-18-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in plaior 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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one per) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

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 Commissioner's 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 Commissioner's 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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

RFB No.: 2012-121-07-18-SGS

By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day 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.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

RFB No.: 2012-121-07-18-SGS

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 Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

Employer identification number

		-								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2012 & 2013 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

RFB No.: 2012-121-07-18-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
9:42
7-18-12
Witnessed

EXHIBIT "B"

Bid Page-2012 & 2013

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2012 & 2013 Tax Statements- Tax Rolls and Envelopes"

BID No. 2012-121-07-18-SGS

The quantities stated are the estimates of Hidalgo County. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. No under-runs allowed and over runs will be at no charge to the County.

NIGP Commodity Code: 966-76 & 966-31

DESCRIPTION OF SERVICES TO BE PERFORMED ON AS NEEDED BASIS		ESTIMATED ANNUAL QUANITY	PRICE 2012	PRICE 2013
ITEM- I	1-Part Laser Printed Tax Statements (20lb) *(2012 - Light Green -- 2013 –Canary Yellow)*	360,000	$15,868.00	$15,868.00
ITEM- II	Double-Sided Laser Printed Tax Roll Pages	50,000	$2,656.00	$2656.00
ITEM-III	Folding, Inserting, Presorting and Mailing of Tax Statements, (Item I) to Edinburg, Texas Post Office		$8100.00	$8100.00
ITEM- IV	1) Return Envelopes #9	220,000	$3080.00	$3080.00
	2) Special Window Envelopes - Permit #44	285,000	$5019.00	$5019.00
	3) Brown Kraft Wove Booklet Envelopes #28	3,000	$30.00	$30.00
	4) White Wove Window Booklet Envelopes #28	2,500	$625.00	$625.00
OTHER: Trucking Statements to Hidalgo Co. and any and all other shipping and freight.	**Any other additional charges		$500.00	$500.00
	TOTAL BID PRICE		$35,878.00	$35,878.00

**Please provide an explanation of additional charges that may be incurred:

Trucking statements to Hidalgo Co. and any and all other shipping and freight.

2012-Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2012.

Yes.

2013-Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2013.

Yes.

TR

EXHIBIT "B"

Bid Page-2012 & 2013

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2012 & 2013 Tax Statements- Tax Rolls and Envelopes"

BID No. 2012-121-07-18-SGS

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Information Management Solutions, L.L.C.

ADDRESS: 2446 Brockton St., #105

CITY/STATE/ZIP CODE: San Antonio, TX 78217

PHONE & FAX NO'S: Phone 210-826-4994 or 800-255-3190 Fax 210-826-2676

CELLULAR NO: 210-279-0181

E-MAIL ADDRESS: Kelly@totalrms.com

AUTHORIZED SIGNATURE: T. Kelly Dowe

PRINTED NAME: Thomas Kelly Dowe

TITLE Vice President

OPENED
9:42
7-18-12
Witnessed

TK

EXHIBIT "C"

CERTIFICATE OF INSURANCE

OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/12

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 Dan Corrigan Insurance Agency Auto Rental Insurance Agency 103 Biltmore #200 San Antonio, Texas, TX 78213 Dan Corrigan 210-375-2121 210-377-2201	CONTACT NAME: Penny Schober PHONE (A/C, No, Ext): 210-375-2121 FAX (A/C, No): 210-377-2201 E-MAIL ADDRESS: penny@corriganins.com PRODUCER CUSTOMER ID #: INFOR-3
INSURED Information Management Solutions LLC dba IMS Henry Minten 2416 Brockton Dr., Ste 105 San Antonio, TX 78217	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: THE TRAVELERS INS. CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		IL-PACP-2A349249	06/21/12	06/21/13	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
A A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			IL-PACP-2A349249 IL-PACP-2A349249	06/21/12 06/21/12	06/21/13 06/21/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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		ISUB2A35076-A-11	06/22/12	06/22/13	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured on GL per written contract.

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Attn; Purchasing Department
2812 S. Hwy Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dan Corrigan

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AI-33272 **Purchasing Department 17. E. 1.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance, and approval of the following items for C-CAP-12-115-06-12 Esperanza Estates Subdivision between Hidalgo County and 2GS, LLC as submitted through project engineer DOS Logistics, Inc.:

a. Final construction contract (CC awarded 06-12-12) in the amount of $80,125.00;

b. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-262-0-731

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

BUDGETARY IMPACT:

$86,044.06 available balance as of 08/23/12.

Attachments

262.031

contract

ai req

Form Review

Form Started By: Yvette Islas Started On: 08/24/2012

Final Approval Date: 08/24/2012

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

BID SET NO. _____

BIDDING DOCUMENTS
AND SPECIFICATIONS

FOR

ROAD RE-CONSTRUCTION
OF
ESPERANZA ESTATES SUBDIVISION
IN ACCORDANCE WITH TxDOT COLONIA ACCESS PROGRAM

FOR

HIDALGO COUNTY PRECINCT TWO
HIDALGO COUNTY, TEXAS

BID NUMBER: CAP-12-115-05-26-YSI

May 03, 2012



DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

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REQUEST FOR BIDS
(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 - with sealed bids on **"ROAD RE-CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION(S)".**

A BIDDER'S BOND from a reliable surety company licensed to operate in State of Texas or certified Cashier's Check payable without recourse to the County of Hidalgo, for the amount of not less that **5%** of the total bid shall accompany the bid as guarantee that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **DOS LOGISTICS, INC., 1002 East Expressway 83, Weslaco, Texas 78596,** Phone No **(956) 968-8800** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for WEDNESDAY, MAY 16, 2012 at 2:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-12-115-05-26-YSI "ROAD RE- CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION";** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	**Physical Location:**
Hidalgo County New Administration Building	**Hidalgo County New Administration Building**
2812 S. Business Hwy 281	**2802 S. Business Hwy. 281**
Edinburg, Texas 78539	**(Southeast of Canton Rd & Business 281)**
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on WEDNESDAY, MAY 23, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx. D.O.T.)

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

MARTHA L. SALAZAR / CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

INSTRUCTION TO BIDDERS

LEGAL NOTICE **Bid No: CAP-12-115-05-26-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** 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 Four (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID NUMBER CAP-12-115-05-26-YSI - HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** and in County's Purchasing Department, new Administration Building, 2812 S Business Hwy 281, Edinburg, Texas, **on or before 9:30 a.m. on WEDNESDAY, MAY 23, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.**

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.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at an Hidalgo 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 Bid. 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. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. Hidalgo 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.

14. 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.

15. 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.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. 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

18. 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 COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** Descriptive information as to the items or services delivered, including product code, hem number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Marcie Jackson, Administrative Assistant
  Hidalgo County Colonia Access Program
  302 E. State
  Pharr, Texas 78577

19. Schedule of Events

Pre-Bid Meeting, 2:00 PM	**MAY 16, 2012**
Bid Opening, 9:30 AM	**MAY 23, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

20. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 man 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation

28. 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.

29. 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful 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 or services provided by successful bidder.

30. 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.

31. 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.

32. 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.

33. The successful 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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,00.00) per person and $500,000.00 per occurance, consistent with potential exposure to District under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to District hereunder.

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

    3. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of District consistent with potential exposure of District under the Texas Tort Claims Act;

    4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming Hidalgo County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of 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.

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY COLONIA ACCESS PROGRAM –
ROAD RE- CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)
HIDALGO COUNTY
BID NO: CAP-12-115-05-26-YSI

To: Martha L. Salazar. Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

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: 2GS, LLC.

Address: P.O. BOX. 595

PENITAS, TX. 78576

By: _____

Printed Name: HUMBERTO GARCIA JR.

Title: SECRETARY

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner a the Hidalgo County Purchasing department until **9:30 a.m. on WEDNESDAY, MAY 23, 2012.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid **for HIDALGO COUNTY – "ROAD RE-CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION"**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b 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 any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):

"ROAD RE-CONSTRUCTION
FOR ESPERANZA ESTATES SUBDIVISION"

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **30 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to DOS LOGISTICS INC. 1002 East Expressway 83 Weslaco, Texas 78596 attn: Mr. Luis J. Nava P.E. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID PROPOSAL FOR
HIDALGO COUNTY COLONIA ACCESS PROGRAM –
ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)
BID NO: CAP-12-115-05-26-YSI

Martha L. Salazar. Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing **"Advertisement for Bids",** Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)** located **Hidalgo County Precinct 2,** the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

BID FORM

CAP-12-115-05-26-YSI

"ROAD RECONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
247	4357	SY	Place New Flexbase (Ty. E. GR4) (County provide Caliche)	Dollars / Cents	$4.00	$17,428.00
310	806	GAL	Emulsified Asphalt (Prime Coat)	Dollars / Cents	$5.00	$4,030.00
529	2602	LF	2' Concrete Curb & Gutter (TY. A) (Barrier)	Dollars / Cents	$8.00	$20,816.00
340	341	TON	1.5' Asphalt Conc. Pav. TY"D"	Dollars / Cents	$111.00	$37,851.00
					Roadway Subtotal	$80,125.00

Bid Total	$80,125.00

BIDDER/COMPANY NAME: 2GS, LLC

AUTHORIZED SIGNATURE: _____

PRINTED NAME: HUMBERTO GARCIA JR.

TITLE: SECRETARY

OPENED
9:42
5/23/12
Witnessed

_____

Bid Proposal From (Continued)

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____) or a Bid Bond in the sum of FIVE PERCENT (5%) Dollars (5%), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1.	N/A	N/A
#2.		
#3.	-	
#4.		

Respectfully submitted,

2GS, LLC.
Name of Firm

By: _____ 5/22/12
Signature Date

SECRETARY
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

P.O. Box 595
Address

Peñitas, Tx. 78576

(Seal, if BID is by a Corporation)

(956)607-4448
Telephone Number

Attest _____

SUR6021189

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

2GS, LLC
P.O. Box 595
Penitas **TX** **78576**

as Principal, hereinafter called the Principal, and **State Automobile Mutual Insurance Company**
518 East Broad Street **Columbus** **OH** **43215**

a corporation duly organized under the laws of the State of **OH**
as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County

as Obligee, hereinafter called the Obligee, in the sum of 5.00 % of the bid, not to exceed **Eleven thousand** Dollars ($ **11,000.00**),
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
Re construction of Esperanza Estates Subdvision

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter 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.

Signed and sealed this 23 day of May, 2012.

2GS, LLC

(Witness)

(Principal) (Seal)

Principal Signature and Title

State Automobile Mutual Insurance Company

(Witness)

(Surety) (Seal)

Andres Alvarez — Attorney-In-Fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas
County of Hidalgo

Humberto Garcia Jr being first duly sworn, deposes and says that

(1) He is Secretary, of 2GS, LLC. the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Secretary
(Title)

Subscribed and sworn to before me this 23rd day of _____, 2012

_____
Notary Public

SANDRA GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-05-2016

My Commission expires: 02.05.2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-115-06-12

This Agreement, entered into this **12** day of **June**, 2012 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and **2GS, LLC**. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)

Hereinafter called the project, for the sum of **Eigthy Thousand One Hundred Twenty Five** Dollars and **Zero** Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **DOS LOGISTICS INC.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **June 12,** , 2012.

CONTRACTOR: Pedro Saenz

Name of Firm: 2GS, LLC

Address: P.O. BOX 595, Peñitas, TX 78576

Fed. I.D. # / S.S.##: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 20th day of July, 2012, by OWNER Of and on behalf of 2GS, LLC
(Title) (A corporation)

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Jose L Saenz
Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County DA's Office

BY: _____
Hidalgo County Dept. of County Affairs
100 N. Closner Rm. 303
Edinburg, Texas 78539

ATTEST:

_____
Arturo Guajardo,Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

EXHIBIT "A"

SPECIFICATIONS

Exhibit "A" consists of the entire bound document as prepared by **DOS LOGISTICS INC.** for HIDALGO COUNTY PRECINCT TWO – **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S) – Bid No: CAP-12-115-05-26-YSI**

EXHIBIT "B"

PAYMENT SCHEDULE

Payment Schedule shall be in accordance with "Bid Proposal for Hidalgo County Precinct Two – **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S) – Bid No: CAP-12-115-05-26-YSI**, included herewith, including Item 1 and any and all related provisions contained herewith.

EXHIBIT "C "

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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

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

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.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. if replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

SUR6021189

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
2GS, LLC

P. O. Box 595
Penitas TX 78576

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 06/22/2012 6.12.2012
Amount: 80,125.00
Description (Name and Location): Re construction of Esperanza Estates Subdivision

BOND
Date (Not earlier than Construction Contract Date): 06/26/2012
Amount: 80,125
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
2GS, LLC

Signature: _____
Name and Title:

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company

Signature: _____
Name and Title: Andres Alvarez
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 **Modified (Modifications are bolded)** The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

5 **Modified (Modifications are bolded and lined)** If a notice required by Paragraph 4 is given by the Owner to the Contractor ~~or~~ **and** to the Surety, that is sufficient compliance.

6 **Modified (Modifications are bolded and lined)** When the Claimant has satisfied the conditions of Paragraph 4, ~~the Surety shall promptly and at the Surety's expense take the following actions~~ **and has submitted any additional supporting documentation, and any sworn statement of claim, requested by the Surety, the Surety shall at the Surety's expense take the following actions:**

~~6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.~~ **After receiving all of the information requested from the Claimant, the Surety shall, within a reasonable period of time based on the complexity of the case, which shall not be less than 90 days, send an answer to the Claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.**

6.2 Pay or arrange for payment of any undisputed amounts, **including, but not limited to, the execution of an appropriate release and/or assignment.**

6.3 The Surety's failure to fully and/or timely discharge its obligations under this Section 6 or to dispute or identify any specific defense to all or part of a claim, shall not be deemed as an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the properly documented amount due and owing and shall not include interest or consequential damages.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to theConstruction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law,the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deeme incorporated herein. The intent is that this Bond shall b construed as a statutory bond and not as a common la bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Sections 4.1, 4.2.3, 5, 6, 6.1 and 6.2 were modified as shown in bold letters and deleted words.
Section 6.3 was added and is designated in bold letters.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

State Automobile Mutual Insurance Company

Stipulation – Date Change

To be attached to and form part of bond No. SUR6021189

Issued on behalf of 2GS, LLC As Principal,

and in favor of Hidalgo County as Obligee.

It is agreed that:

The Surety gives its consent to change the date on the bond from

06/22/2012 - _____ to 06/12/2012 - _____.

This rider shall become effective as of 07/24/2012

Provided however, that nothing herein contained shall vary, alter or modify any of the conditions of the said bond except as hereby modified and the liability of the Surety under the bond as changed by this Stipulation shall not be cumulative.

Signed sealed and dated 07/24/2012

Accepted : Hidalgo County
Obligee

By: _____

2GS, LLC
Principal

By: _____

STATE AUTOMOBILE MUTUAL INSURANCE CO.

By: _____
Attorney-in-Fact Andres Alvarez

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6021189
Bond Amount. $80,125.00
Bond Date: June 26, 2012
Bond Description: Hidalgo County

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Eighty thousand one hu ($ 80,125.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation In the nature thereof shall be valid and binding upon the Company when duly executed and sealed, If a seal Is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-In-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation In the nature thereof "I be valid and binding upon the Company when duly executed and sealed, If a seal Is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation In the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of May, 2007

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Ass't. Vice President

By: _____
William D. Hansen, Ass't. Vice President

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 23rd day of May, A.D., 2007, before me personally came Paul E. Nordman and William D. Hansen, to me known, who being duly sworn, did depose and say that they are Assistant Vice Presidents respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

John B. Melvin, Attorney-at-Law
Notary Public-State of Ohio
My Commission Has No Expiration Date
Section 147.03

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 24 day of July 2012

Assistant Secretary

John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
Seal

SUR6021189

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
2GS LLC

P.O.Box 595
Penitas TX 78576

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 06/22/2012 — 6.12.2012
Amount: 80,125.00
Description (Name and Location): Re construction of Esperanza Estates Subdvision

BOND
Date (Not earlier than Construction Contract Date): 06/26/2012
Amount: 80,125.00
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
2GS, LLC
Signature:
Name and Title: Secretary
(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:
(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
(c) The requirements of this section shall not apply to any contract of $2,000 or less.
(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
(b) The deduction is not otherwise prohibited by law;
(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
(d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.
(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

DAVIS BACON WAGE RATES

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012 ✓

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	

Motor Grader Operator,
Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Certification

Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Pedro Saenz
Print Name: Pedro Saenz
Title: OWNER
Telephone Number: 956-424-3414
Date: MAY 23, 2012

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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 forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST FORM Pg. 1

EXHIBIT "D"

2282750

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.**

2GS, LLC.

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.**

N/A

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

Humberto Garcia Jr

Signature of person doing business with the governmental entity

2-21-12

Date

Adopted 06/29/2007

HIDALGO COUNTY
URBAN COUNTY PROGRAM
Bidder/Vendor Application

Complete in print or type. Please return this application to the: Hidalgo County Urban County Program, via facsimile to (956) 787-5291 or delivered in person/regular mail to the following: 1916 Tesoro Blvd., Pharr, Texas 78577 Upon submitting application, original will be on file at the Urban County Program. If changes are required for updating purposes, please contact the Urban County Program at (956) 787-1827.

Company Name: 2GS, LLC **Telephone No.** (956) 424-3414

dba Name:

Legal Name: 2GS, LLC

Mailing Address : P.O. Box 595 **Fax No.** (956) 683-6149

Physical Address: 2112 Expressway 83, Suite #4

City, State, Zip Peñitas, Texas 78576 **Tax I.D. No.** 45-4338911

Remit to Address : P.O. Box 595 **City, State, Zip** Peñitas, Texas 78576

E-Mail Address: bgarcia@2gsllc.com

Representative(s) Name(s) & Title(s) Pedro Saenz, Owner

Type of Organization (check one): ____ Individual ✓ LLC ____ Partnership ____ Sole Proprietor ____ Corporation ____ Non-Profit ____ Other, Specify

State Identification No. 45-4338911 **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** 1/20/2012 **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:

Pedro Saenz, Owner and Humberto Garcia Jr., Secretary

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☑ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☑ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☑ No

Indicate Certification No.(s): ____ **or are Certificate(s) attached?:** ☐ Yes ☑ No

What type of product(s) is/are solicited by your company?: Service/labor installation of Paving improvements and underground utility (water, sewer) improvements

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the Urban County Staff: Rec'd by : ____ **Date Rec'd by Urban County Staff:**

Entered into System:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☑No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☑ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 %
(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:

CONFLICT
OF
INTEREST
FORM
Pg. 2

BIDDER/VENDOR APPLICATION

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION Pg. 1

Insurance Requirement Acknowledgment

I, Humberto Garcia Jr. authorized representative for 2GS, LLC.,
Company/Vendor

hereby acknowledge receipt of the county's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioner's Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☑ have already been met, see attached copy of insurance certificate.

Authorized Representative

5/22/12
Date

Notice to Bidder: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of insurance will be monitored/verified on **a quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

Client#: 14126 2GSLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 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)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 Pct. 2 , Esperanza Estates Subdivision (Reconstruction)

General Liability Policy contains U649A-0510 Contractors PAC endorsement

CERTIFICATE HOLDER

Hidalgo County
2812 S Bus. 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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BDELA

Re: Texas Insurance Certificate Statute
S.B. 425/Texas Insurance Code, Chapter 1811 effective 1-1-12

Please find attached the requested certificate for our client with regard to your contract provisions. Along with the certificate of insurance we have attached the pertinent endorsements for your information for Additional Insured status and Waivers of Subrogation. Should you need additional endorsements provided, please advise and we will furnish them to you.

As a result of the captioned law in the state of Texas, we can no longer add any wording to a Certificate of Insurance. All certificates issued in Texas must meet Texas Department of Insurance approval, which the ACORD 25 (2010/05) attached meets.

The key provision of the new law states: "A person may not execute, issue, or require the issuance of a certificate of insurance for risks located in this state, unless the certificate of insurance form has been filed and approved by the department". In addition, agents may not accommodate certain requests based on Section 1811.053 which states that: "A person may not alter or modify a certificate of insurance form approved under Section 1811.101 unless the alteration or modification is approved by the Department" (of insurance in Texas)

Therefore, as a violation of this law can result in penalty and fine to the agent for improper issuance of the certificate, we have attached the completed approved certificate with the wording allowed by the state along with the most pertinent endorsements and should further endorsements be required, please contact us and we will provide those to you.

We appreciate your understanding of this change as we comply with the new laws in the State of Texas.

Willis of Texas, Inc.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Humberto Garcia Jr., possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: Bid Bond, Payment and Performance Bonds
3. Certificates: All Insurance 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

5/22/12
Date

2GS, LLC.
Company

P.O. Box, 595
Address

Penitas, Tx. 78576
City, State, Zip

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, revised civil statutes of Texas, and Article 1066 (C), entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No. 95-9.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 20th day of July, 2012.

Pedro Saenz
Contractor

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

STANDARD SPECIFICATIONS, SPECIAL SPECIFICATIONS, SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS, AND GENERAL NOTES

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 247 FLEXIBLE BASE
ITEM 310 PRIME COAT
ITEM 340 DENSE GRADED HOT-MIX ASPHALT (METHOD)
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Reference TxDot Standard Specifications 2004.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines where deemed necessary by the Engineer or the Contractor to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractors responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

The Contractor shall coordinate the clearing and grubbing, excavation and removal and replacement of culverts/structures along the outfall channels with any utility companies whose facilities are encountered.

The Contractor shall make every effort to preserve existing trees designated by the Engineer to remain following construction. The Contractor is required to follow the TXDOT's pruning guidelines and observe recognized tree surgery practices. Additionally, care shall be taken to minimize disruption or damage to the root system of these designed trees.

Control points are to be supplied by the Engineer prior to commencing work. The Contractor shall be responsible for maintaining an accurate vertical and horizontal control throughout the contract.

All material testing to be performed by Owner's independent testing laboratory. All testing to be coordinating with Engineer when ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final estimate.

ITEM 5. CONTROL OF THE WORK

To ensure accurate measurement for final pay quantities and to facilitate the Engineer's check on the Contractor's survey work, the Contractor shall be required to set construction stakes based on plan stations and at 100 ft. Maximum intervals or as directed by the Engineer.

ITEM 6. CONTROL OF MATERIALS

The Contractor will be required to furnish the area Engineer the maximum gross weights, including loads, for all vehicles, including trucks, truck-tractors, trailers, semi-trailers or any combination of such vehicles used to deliver materials to the project. Maximum gross weights are to be determined in accordance with Item 6, Article 6.7 of the Standard Specifications.

ITEM 247. FLEXIBLE BASE

The Flexible Base Material will be supplied by Hidalgo County Precinct No.2 and transported to the job site. The Contractor shall coordinate with Hidalgo County Precinct No. 2 staff to schedule delivery of the base material. The Contractor shall be responsible for spreading and working the base material to meet the project specifications for construction of the base course.

Flexible Base Type E grade 4 will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50

Min. Comp. Strength PSI:	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

All surplus base not used on the project will remain the property of Hidalgo County and will be delivered to the Precinct 2 yard in Pharr, Texas. The County will be responsible for the hauling of this excess material.

ITEM 310. Prime Coat

Prime Coat Comply with Item 310.

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing base areas within the project limits shall be primed, including turnouts and radii, at the rate of 0.2 gal/sy.

ITEM 340. Dense Graded Hot Mix Asphalt (Method)

Refer to Dense Graded Hot Mix Asphalt (Method) Item 340 for procedures & tables.

Description. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant.

Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans.

1. Coarse Aggregate. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve.

2. RAP. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2-in. sieve.

3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 2% hydrated lime or cement, unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2.J, "Performance-Graded Binders."

Tack Coat. Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions."

Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved.

Mixture Design. Use a Level II specialist certified by a Department-approved hot-mix asphalt certification program to develop the mixture design. Have the Level II specialist sign the design documents. Unless otherwise shown on the plans, use the typical weight design example given in Tex-204-F.

Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF is the original laboratory mixture design used to produce the trial batch.

JMF Field Adjustments. Produce a mixture of uniform composition closely conforming to the approved JMF.

Lay-Down Operations.

1. Minimum Mixture Placement Temperatures. Use Table 9 for suggested minimum mixture placement temperatures.
2. Windrow Operations. When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

Compaction. Use air void control unless ordinary compaction control is specified on the plans. Avoid displacement of the mixture. If displacement occurs, correct to the satisfaction of the

Engineer. Ensure pavement is fully compacted before allowing rollers to stand on the pavement. Unless otherwise directed, use only water or an approved release agent on rollers, tamps, and other compaction equipment. Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture. Unless otherwise directed, operate vibratory rollers in static mode when not compacting, when changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in.

Air Void Control. Compact dense-graded hot-mix asphalt to contain from 5% to 9% in-place air voids. Do not increase the asphalt content of the mixture to reduce pavement air voids.

a. Rollers. Furnish the type, size, and number or rollers required for compaction, as approved. Use a pneumatic-tire roller to seal the surface, unless otherwise shown on the plans. Use additional rollers as required to remove any roller marks.

b. Air Void Determination. Unless otherwise shown on the plans, obtain 2 roadway specimens at each location selected by the Engineer for in-place air void determination.

c. Air Voids Out of Range. If the in-place air void content in the compacted mixture is below 5% or greater than 9%, change the production and placement operations to bring the in-place air void content within requirements.

d. Test Section. Construct a test section of 1 lane-width and at most 0.2 mi. in length to demonstrate that compaction to between 5% and 9% in-place air voids can be obtained.

Ordinary Compaction Control. Furnish the type, size, and number or rollers required for compaction, as approved. Furnish at least 1 medium pneumatic-tire roller (minimum 12-ton weight).

Irregularities. Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. The Engineer may suspend production or placement operations until the problem is corrected.

Ride Quality. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.
B. Class A concrete – 3000 PSI

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice of Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143- Slump of Portland Cement Concrete.
9. ASTM C150- Portland Cement.
10. ASTM C309- Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transportation and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, waterstops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas State Department of Highways and Public Transportation, 2004 Standard Specifications.

B. Type I or II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60o F.

D. Type III may be used in all pre-cast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

B. Water of known potable quality requires no testing. Other sources shall meet the requirements of AASHTO T-26.

C. Water shall have a pH of not less than 4.5 or more than 8.5.

2.03 FINE AGGREGATE:

A. Natural sand, manufactured sand or a combination of the two, with or without mineral filler.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, uncoated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	% Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	15 - 50
No. 30	35 - 75
No. 50	65 - 90
No. 100	90 - 100
No. 200	97 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1 maximum.

F. Mineral filler:

1. May be added upon written authorization of ENGINEER.

2. Shall be stone dust or clean crushed sand, or other approved inert material.

3. Shall not exceed 5% of the fine aggregate.

4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substances, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%	
Shale, slate or other similar material		1.0%
Clay lumps		0.25%
Soft fragments		3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces		3.0%
The sum of all deleterious substances, exclusive of material removed by decantation, shall not exceed by weight		5.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F.

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 mm)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 -100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	70 - 90%
No. 4	95 -100%

Grade No. 3 - Maximum Nominal Size 1 in. (25 mm)

Sieve	Percentage Retained
1 1/2 in.	0 - 5%
3/4 in.	10 - 40%
1/2 in.	40 - 75%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5 mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 -100%

Gradation, percent of weight retained on:

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed; and

2. Three-fourths of the clear space between reinforcement.

3. The maximum size aggregate is defined as the clear space between the sides of the smallest square openings through which 95 percent of the weight of the aggregate can be passed.

4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or course aggregates, and shall consist of hard, durable, uncoated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall be well graded from course to fine when tested by standard laboratory methods and shall meet the following minimum requirements for percentages by weight:

Retained on 1/4 in sieve	55% to 60%

D. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Item 421

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Item 440

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Product Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Hardener, Sika Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A. Polyvinyl chloride or rubber, centerbulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-typed material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.

2. Sufficient samples of all materials to be incorporated into the mix for testing.

3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.

2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.

2. The aggregate shall not segregate during transport.

3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogenous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	MaxSlump
(a) Cased Drilled Shafts and Thin-walled Sections (9 inches or less) . . .	4	5
(b) Slabs, Caps, Column, Pipers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving	1/2	2
(d) Underwater or Seal Concrete	5	6
(e) Rip-Rap, Curb, Gutter and Other Miscellaneous Concrete	(As Specified by ENGINEER)	

NOTE: No concrete shall be permitted with slump in excess of the maximum shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

Class	Min.-Max.	Min. Comp.	Min. Beam	Max. Water	Coarse

Of Concrete	SX.Cement per C.Y.	Strength 28-day psi		Strength 7-day psi ****	Cement Ratio Item 2.1.1. (c)(4)	Aggr. No.
A	5.0	3000	500	6.5	2-3-4	
B	4.0	2000	330	8.0	2-3-4	
C*	6.0	3600	600	6.0	1-2-3**	
D	3.0	1500	250	11.0	2-3-4	
E	6.0	3000	500	7.0	2-3	
F	6.5	4200	700	5.5	2-3	
H***	6.5-8.0	As specified on plans		N.A.	5.5	3

*Entrained Air.
**No. 1 course aggregate may be used in foundations only (except cased drilled shafts).
***Prestressed Concrete.
****ASTM C 293 (Center Point)

2.15 GROUT

A. Non-Shrink:

1. Use pre-mixed non-shrink, Embeco Pre-Mixed Grout or Embeco Pre-Mixed Mortar by Master Builders Company or equal.

2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.

2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure subgrade is true to line and grade and compacted as specified.

B. Fill and recompact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten subgrade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonably tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other devices indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Remove formwork for columns, walls, beam sides and other parts not supporting the weight of the concrete as soon as the concrete has hardened sufficiently to resist damage from removal operations.

C. Formwork for slabs, beam soffits and other parts supporting the weight of the concrete shall remain in place until the concrete has reached its specified 28-day strength.

D. Protect concrete from damage prior to acceptance.

E. Prohibit traffic until concrete is at least 10 days old.

F. Cure areas previously covered by forms.

3.04 MIXING CONCRETE:

A. Maintain all equipment, tools, and machinery used for hauling materials and performing any part of the work to insure completion of the work underway without excessive delays for repairs or replacement.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transit Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.

2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.

3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer tuning.

I. Continuous Volumetric Mix Concrete:

1. A mobile, continuous, volumetric mixer of the rotating puddle type may be used for when approved by ENGINEER.

2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

3. The mixers shall have adequate water supply and metering devices.

4. Calibration of these mixers will be required.

3.05 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50° F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared subgrade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspections of forms by ENGINEER.

A. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

Air or Concrete Temperature	Maximum Time
Nonagitated Concrete	
80° F or above (26.6° C)	15 minutes
35° F or 79° F (1.6 to 26.1° C)	30 minutes
Agitated Concrete	
90° F or above (32.2° C)	45 minutes
75° F to 89° F (23.9 to 31.6° C)	60 minutes
35° F to 74° F (1.6 to 23.3° C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerlines. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of the work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding

layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

3.06 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely though the water nor shall it be disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water-tight tube 14-inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.07 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.

2. Location where not shown; maximum spacing is:

a. Driveways: 10'.

b. Sidewalks: 4'.
c. Other flat slabs: 20 times slab thickness.

3. Saw depth not less than 1/4 slab thickness.,

B. Expansion:

1. Install where shown on the plans.

2. Location where not shown: all structures and features which project through, into or against slab.

3. Install according to manufacturer's recommendations, set material securely before placing concrete.

4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.

2. Fill immediately following cleaning.

3. Fill to 1/8" of surface.

4. Remove excess while material is still pliable.

5. Refill low areas where necessary.

6. Omit filling sidewalk joints.

3.08 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

E. Use hand finishing only when approved by ENGINEER.

3.09 FINISHING OTHER CONCRETE:

A. Interior floors: smooth, steel-trowled finish; use edger on exposed edges. Grind smooth defects which would telegraph through applied finish flooring.

B. Exterior walks and steps lightly broomed finish transverse to traffic flow; use edger on exposed edges.

C. Other Surfaces:

1. Remove fins, projections and loose material.

2. Clean surfaces of form oil.

3. Patch honeycomb, aggregate pockets, voids and holes as follows:

a. Chip out until sound concrete is exposed to minimum depth of 1 inch.

b. Prepare patching mortar with approximately two parts of normal Portland Cement, one part white cement, nine parts fine aggregate; vary proportions of aggregate as necessary to match color of adjacent concrete.

4. Fill holes left by form ties to within 1 inch of surface with non-shrink grout. Fill remainder with patching mortar specified hereinbefore.

5. Apply grout-cleaned finish to all exposed vertical surfaces. Wet surface and rub grout on surfaces with rubber or cork float. Scrape off excess grout and finish with brick rubbing or as approved by ENGINEER.

D. Coordinate required finish with ENGINEER.

3.10 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; and shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	Required Curing
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade away from artificial heat, is above 50 degrees Fahrenheit (10°C) for at least 19 hours, or the ambient temperature is 50 degrees or less; and if satisfactory provisions are made to maintain the temperature at all surfaces of the concrete above 40 degrees Fahrenheit (4.4°C) for the entire 24 hours.

C. Form Curing: when forms are left in contact with the concrete, other curing methods shall not be required except for cold-weather protection.

D. Water Curing: all exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet requirements for concrete mixing water.

1. Wet Mat:

a. Cotton mats shall be used for this curing method. The mats shall not be placed in contact with the concrete until such time that damage shall not occur to the surfaces

b. Damp burlap blankets made from 9-ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of the cotton mats.

c. The mats may be placed dry and wetted down after placement.

d. Mat curing, expect for continuous placements, shall commence not later than three hours after finishing of the roadway slab.

e. The mats shall be weighted down adequately to provide continuous contact with all concrete surfaces where possible.

f. The surfaces of the concrete shall be kept wet for the required curing time.

g. Surfaces which cannot be cured by contact shall be enclosed with mats, anchored positively to the forms, or to the ground, so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet.

2. Water Spray. This method shall be accomplished by overlapping sprays or sprinklers, so that all unformed surfaces are kept continuously wet.

3. Ponding. This method requires the covering of the surface with a minimum of two inches (5 cm) of clean granular material, kept wet at all times; or water to a minimum depth of one inch (2.5 cm). Satisfactory provisions shall be made to provide a dam to retain the granular material or water.

E. Membrane Curing:

1. Unless otherwise shown on the plans, Type 2 membrane curing compound may be used where permitted.

2. Membrane shall be applied in a single, uniform coating at the rate of coverage recommended by the manufacturer and as approved by the ENGINEER, but not less than nine gallons per 210-feet (.0038M3 63M) of area. Tests for acceptance shall be at this specified rate.

3. Membrane curing shall not be applied to dry surfaces; but shall be applied to horizontal surfaces just before free moisture has disappeared.

4. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Interim Curing
1. Upper surfaces of bridge roadway; median, and sidewalk slabs; top slabs of direct traffic culverts; top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, risers, etc.). Other super-structure concrete (curbs wing-walls, parapet walls, etc.)	X	X (Resin Basin)		
2. Top surface of precast and/or prestressed piling	X	X		
3. All substructure concrete, culverts, box sewers, inlets, manholes, retaining walls, riprap.			*X	*X

*Polyethylene sheeting or burlap polyethylene mats fastened to prevent outside air from entering shall be considered equivalent to water or membrane curing per this item.

5. When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane.

3.11 TESTING:

A. Furnish at least three cylinders or beams from each 40 cubic yard, or portion there of for test purposes unless otherwise directed by ENGINEER. Test one cylinder at 7 days, test second cylinder at 28 days and test third cylinder only if needed for confirmation of compression strength.

3.12 MISCELLANEOUS CONCRETE ITEMS:

A. Filling-in: fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Use non-shrink grout as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Equipment bases and foundations: provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing machines and equipment. Use non-shrink grout as shown on plans.

C. Steel pan stairs: provide concrete fill for steel pan stair treads and landing and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp and finish concrete surfaces as scheduled.

D. Reinforced masonry: provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Cast-in-place concrete for the work shown on the plans shall be measured by the linear foot as specified in the plans and contract.

4.02 PAYMENT:

A. The accepted quantities of cast-in-place concrete shall be paid for at the unit bid price per linear foot.

B. The unit bid price shall be full compensation for furnishing, hauling, and mixing all concrete materials, including trial batches; placing, curing and finishing all concrete; for all grouting and joints; furnishing and placing all expansion and construction joints, except as provided in the plans; furnishing and placing metal flashing strips and waterstops; and for all forms and false-work, labor, tools, equipment and incidentals necessary to complete the work.

C. The preceding provisions for payment shall not be interpreted to provide payment for concrete in railing, piling, precast pre-stressed concrete units or other concrete items for which provision is otherwise made in the contract.

*** * * END OF SECTION * * ***

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions. Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

Contract Time Statement

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct. No.2

Hector "Tito" Palacios, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

"Road Re-Construction of Esperanza Estates Subdivision"

Hidalgo County Commissioner's Court

Ramon Garcia	-	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Project Contractor: **2GS LLC**

Project Engineer: DOS LOGISTICS, INC.

From:	Agapito Vargas
To:	yvette.islas@co.hidalgo.tx.us
Cc:	"marcie.jackson"; "Eralio Palacios"; "Raul Silguero"; "Raul Lozano"
Subject:	FW: Contract Final Approval Agenda Request - Esperanza Estates Subdivision
Date:	Wednesday, August 22, 2012 8:26:49 AM
Attachments:	Contract - Esperanza Estates Subdivision (Reconstruction).pdf

Yvette this is to follow up on our conversation this morning to include the statute allowing commissioner or his designee to approve change orders.
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
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

From: marcie.jackson [mailto:marcie.jackson@co.hidalgo.tx.us]
Sent: Tuesday, August 21, 2012 9:14 AM
To: 'Yvette Islas'
Cc: Agapito Vargas; 'Eralio Palacios'
Subject: Contract Final Approval Agenda Request - Esperanza Estates Subdivision

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 2 – 3rd Call Border Colonias Project: Esperanza Estates Subdivision (CSJ: 3C1080262)
Contractor: 2GS, LLC
Project Engineer: Dos Logistics, Inc.
Account: 2-1312-431-00-122-262-0-731 & 733
2-1200-431-00-122-262-0-731

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

AI-33840 **Closed Session 19. C.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Guerra Construction

BACKGROUND

Form Review

Form Started By: Monica Badillo Started On: 08/24/2012

Final Approval Date: 08/24/2012

AI-33841 **Open Session 20. C.**

CC REGULAR

Meeting Date: 08/27/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Guerra Construction

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