AI-34346 **County Judge's Office 5. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Michelle Villarreal **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring September 2012 as Hunger Action Month.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 04:29 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Angela Garcia Started On: 09/19/2012 03:13 PM

Final Approval Date: 09/21/2012

AI-34348 **County Judge's Office 5. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Michelle Villarreal **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring October 2012 as Domestic Violence Awareness Month

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 04:29 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Angela Garcia Started On: 09/19/2012 03:23 PM

Final Approval Date: 09/21/2012

AI-34347 **County Judge's Office 5. C.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Recognition by the Department of Veterans Affairs of Felix Rodriguez, Jr. as an accredited representative of the Texas Veterans Commission

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 04:29 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Angela Garcia Started On: 09/19/2012 03:21 PM

Final Approval Date: 09/21/2012

DEPARTMENT OF VETERANS AFFAIRS
Office of the General Counsel
Washington DC 20420

AUG 31 2012

In Reply Refer To: 022D
Organization:
Texas Veterans Commission

Mr. Felix Rodriguez, Jr.
1902 Joe Stephens Avenue
Weslaco, TX 78596

Dear Mr. Rodriguez:

It is a pleasure to welcome you as an accredited representative of the above named organization for the preparation, presentation, and prosecution of claims before the Department of Veterans Affairs (VA) under the laws relating to veterans' benefits.

Your recognition is an honor which carries certain responsibilities. As an accredited representative, you may inspect the claims folder of any claimant from whom your organization has a proper power of attorney, but you must observe the limitations imposed by VA regulations in disclosing information to the claimant and others. With respect to these veterans' records, you occupy a very confidential position, and we rely on your integrity.

Other privileges and responsibilities that you acquire through recognition are mentioned in the VA regulations governing representation of claimants, in title 38, Code of Federal Regulations, §§ 14.626 through 14.635.

Congratulations and every good wish to you.

Sincerely yours,

Y. Ken Lee
Deputy Assistant General Counsel

SERVICE ORGANIZATION REPRESENTATIVE

Felix Rodriguez, Jr. of the
Texas Veterans Commission

is authorized to present claims before the
Department of Veterans Affairs

CERTIFYING OFFICER
SERVICE ORGANIZATION

for GENERAL COUNSEL
DEPARTMENT OF VETERANS AFFAIRS

VA FORM 3192 JUN 2007

Not valid unless signed on reverse

AI-34409 **County Judge's Office 5. D.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Presentation by AACT (Advocacy Alliance Center of Texas) regarding National Voter Registration Day and the 2012 General Election
2. Request for approval to partner with AACT to increase voter participation among County employees

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 04:05 PM
Roland Garcia	Rolando Garcia	09/21/2012 05:07 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/21/2012 03:48 PM

Final Approval Date: 09/21/2012

AI-34393 **County Judge's Office 5. E.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Michael Leo, County Judge's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to adopt the Hidalgo County Data Reporting Improvement Plan and submit to the Texas Department of Public Safety

BACKGROUND

The Hidalgo County Local Data Advisory Board was established and approved by the court on Oct. 13, 2009, then re-established and approved by the court on Jul 3, 2012. Although Hidalgo County was not required to submit the Data Reporting Improvement Plan to the Department of Public Safety, it is the desire of the advisory board to do so. (No fiscal impact)

Attachments

Plan

HB 2730

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 01:10 PM
Roland Garcia	Rolando Garcia	09/21/2012 02:44 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/21/2012 10:13 AM

Final Approval Date: 09/21/2012

Hidalgo County Data Reporting Improvement Plan

Even though Hidalgo County was in compliance and not previously required to submit this DRIP document we do so out of a desire to meet any potential change in requirements.

Section I

Article 60 Mandate

Legislative Requirement: (*Chapter 60.10, Code of Criminal Procedure (CCP) creates provisions regarding a data reporting improvement plan applicable to a county that has an average disposition completeness percentage, including both juvenile and adult dispositions, of less than 90 percent. The statute requires the commissioners' court of such a county to establish a local data advisory board, as described by state law, not later than November 1, 2009. The bill sets forth the persons authorized and required to be included in such a local data advisory board. The statute requires a local data advisory board to prepare a Data Reporting Improvement Plan (DRIP), in addition to other duties prescribed by law, and requires the plan to describe the manner in which the county intends to improve the county's disposition completeness percentage; ensure that the county takes the steps necessary for the county's average disposition completeness percentage to be equal to or greater than 90 percent in the first report DPS submits to certain state officers and agencies regarding local jurisdiction reporting on or after January 1, 2013; and include a comprehensive strategy by which the county will permanently maintain the county's disposition completeness percentage at or above 90 percent. The statute requires a local data advisory board established under the bill's provisions, not later than June 1, 2010, to submit to DPS the data reporting improvement plan prepared for the county. DPS, on receipt of a data reporting improvement plan, is required to post the plan on the DPS Internet website. The statute authorizes the public safety director of DPS to adopt rules concerning the contents and form of a data reporting improvement plan.*

In compliance with Article 60.10, Code of Criminal Procedure, Hidalgo County Commissioner's Court established the Hidalgo County Local Data Advisory Board On October 13, 2009.

Section II

Composition of the Hidalgo County Local Advisory Board Members
This section of the County's plan must identify the members of the Local Advisory Board.

The members of the Hidalgo County Local Advisory Board are:
(1) the Sheriff of the county, or the Sheriff's designee;
(2) an attorney who represents the State in the District Courts of the County;
(3) an attorney who represents the state in the County Courts of the County;
(4) the Clerk for the District Courts of the County, or the Clerk's designee;
(5) the Clerk for the County Courts of the County, or the Clerk's designee;
(6) the police Chief of the municipality with the greatest population located in the County, or the Chief's designee;
(7) a representative of the County's automated data processing services;
(8) other persons as deemed necessary.

Section III

Detail of current reporting process

This area of the county's plan must detail the current process of the flow of information between the following entities: Arrest Reporting to Repository, Arrest Reporting to Prosecutor, Prosecution Reporting to Repository, Prosecution Reporting to Court Clerk, and Court Clerk Reporting to Repository.*

** Repository in this context means the Department of Public Safety Criminal Case History database.*

Hidalgo County sends, receives, and stores Adult Criminal Justice information through a database application system called Ableterm published and licensed by Tyler Technologies, Plano, Texas. The following local reporting procedures are currently followed by Hidalgo County to report CJIS information to DPS.

All CJIS reporting information in the Ableterm system is stored in two tables: CJIS.TRN and CJIS.TRS. The CJIS.TRN table holds links to all the defendant information as contained in the PERSON table of Ableterm. The CJIS.TRS table holds the data relating to the specific offense arrest for that assigned TRS value. All Criminal Justice modules have links to the CJIS.TRN and CJIS.TRS and maintain the appropriate actions, dispositions, and updates through each module :Jail for Sheriff's Office, Prosecutor for Prosecutor actions, Criminal Case Management for Courts Clerks actions. Uploads to DPS are assembled into a text file from the CJIS.TRN and CJIS.TRS tables and downloads from DPS are manually applied to these tables upon receipt twice weekly.

Arrest Reporting to DPS Repository for Adults

When an arrest is made in Hidalgo County, the arresting agency will either book the individual in to the Hidalgo County Jail at which time a record is created in the Ableterm database which assigns a TRN and TRS combination to the offense drawing on a bank of TRN numbers obtained from DPS. Fingerprinting is done and submitted to DPS through the LiveScan system to ensure proper identification and obtain the State Identification Number. Most arrests are reported electronically through the Ableterm software and a manual upload twice a week to the DPS Repository.

Some agencies have their own LiveScan system which they use for identifying the individuals and for assigning a TRN/TRS combination from a bank of TRN numbers obtained from DPS. The electronically submit the reported offenses through their own uploading process. Those records are obtained by Hidalgo County through downloads done twice weekly as part of a manual upload to and download from the DPS Repository. The Ableterm database system stores the downloaded information which must be manually linked to the prosecutor record when it is created by the prosecutor's data entry personnel. If the physical arrest documents are not brought to the prosecutor's office by the arresting agency, that arrest can remain without a disposition in the DPS Repository as no record will exist in Ableterm having not been reported by Hidalgo County through the Ableterm system and upload to the Repository.

Arrest Reporting to Prosecutor

Jailing booking sheets are manually delivered to the prosecutor's office by the Sheriff's office on a daily basis. New prosecutor records are created from those booking sheets into

the Ableterm database system and the jailing, TRN, and TRS are linked to the prosecutor record.

By creating records from the booking sheets, Hidalgo County strives to improve the jail crowding situation. Law enforcement agencies bring their printed copies of the arrest information which are used to complete the records as full intake by investigators and attorneys in the prosecutor's office review these cases.

Prosecution Reporting to Repository

When the physical arresting agency reports are received, intake personnel review the offense charged to ensure that the elements of the offense are met. If those elements are met, the offense is presented for indictment if it is a felony offense or a complaint and information document is prepared and filed with the Courts Clerk appropriate to the level and degree of offense. A prosecutor action code is entered into Ableterm appropriate for the prosecutor decision made. The prosecutor can change, accept, or reject the arresting offense charged and, in the case of a felony offense, a Grand Jury my either indict or no-bill. Prosecutor Action Codes appropriate to those decision and actions are entered into Ableterm.

This prosecutor action field code (PAF) is flagged as ready in the Ableterm system and the prosecutor staff will enter the correct action and select the CJIS option ("M") to electronically mail the action to the DPS Repository. This "mailed" in Ableterm prosecutor action record, identified as an ER3 record, is uploaded as part of the upload text file when uploads are made twice a week manually by County IT staff. Any errors in this record will be reported to Hidalgo County in a return file that is downloaded manually twice a week.

Changes in prosecutor actions after they have been submitted to the Repository are filled out and mailed on a CR43 form or printed for faxing to DPS. Most changes to prosecutor actions cannot be electronically mailed through updating the record in Ableterm.

Prosecution Reporting to Court Clerk

The Courts Clerk has the prosecutor and jailing information available at the time of filing the case for linking the cause number in the Criminal Case Management module of Ableterm to the prosecutor record in the Prosecutor module of Ableterm. All CJIS reporting information is maintained in the same CJIS.TRN and CJIS.TRS tables in Ableterm. The Criminal Case Management (Courts Clerk) record is created by the Courts Clerk and the Cause Number is assigned to the offense(s) charged.

Court Clerk Reporting to Repository

When disposition occurs or changes in disposition occur in the case, the Courts Clerk enters the appropriate disposition data in Ableterm and it is ready for mailing by selecting that choice in the Criminal Case Management module CJIS screen. Once that option is selected the record is flagged for upload to the DPS Repository and is uploaded when the twice weekly upload download process is performed by County IT.

Changes to correct errors in disposition data may be entered in Ableterm and mailed electronically again if there is a change in disposition code, disposition date or status date. Other types changes in data that has already been reported to DPS must be printed and faxed or entered on the CR43 form and mailed by USPS.

Section IV

Chapter 60 CJIS Reporting Issues

This section is used to identify problem issues associated with compliance to Chapter 60 reporting requirements.

Issues are presented here as they relate to five stages of Chapter 60 CJIS reporting:
1. Law Enforcement Issues
2. Prosecutor Issues
3. Courts Clerks Issues
4. County Information Technology Department Issues
5. Texas Department of Public Safety Criminal Case History EDR Issues

Law Enforcement Issues

This section describes issues relating to Article 60 CJIS reporting by Law Enforcement agencies.

The main issue relating to law enforcement agencies is the reporting of offenses at booking or through their own LiveScan equipment that are never brought to the prosecutor's office for prosecution. This occurs when charges in addition to the primary charge are recorded as TRS offenses but when the cases are reviewed by members of the agency while preparing the paperwork to bring to the prosecutors office it is determined at that level that the elements of the offense are not there and the agency does not submit the report of the TRS to the prosecutor's office.

This issue is made worse by the fact that some law enforcement agencies have their own LiveScan equipment and obtain their own batch of TRN numbers for use with that equipment. Even though the defendant may be brought to the County Jail, the TRN, not being generated at the time of booking through the LiveScan and Ableterm interfaces there, does not have a "normal" record created in Ableterm. This makes it virtually impossible for the prosecutor to identify offenses which were never brought to their offices for prosecution. Disposition of these cases with a non-prosecution or changed disposition must be performed by the arresting law enforcement agency.

Prosecutor Issues

This section describes issues relating to Article 60 CJIS disposition reporting by the prosecutor's office.

Training of Prosecutor's Office Staff

The prosecutor's office has been using an incorrect action code for a number of years apparently due to being trained incorrectly to enter the data in Ableterm. The prosecutor’s office has been using the "O" Prosecutor Action Code when the level, degree, or offense are changed from that made by the arresting agency at the time of arrest. This incorrect code is not only rejected by DPS at the time of upload but also prevents subsequent Court Actions to be entered.

Some offenses are being given a proper Prosecutor Action Code but the "M" option in Ableterm is not being selected to electronically mail the disposition record.

Obtain access to DPS CCH website so staff can check records

Courts Clerks Issues

This section describes problem issues with the Courts Clerks' Article 60 CJIS reporting.

Problem: Errors in entering data are being made

The Courts Clerks' in both the County Clerk's Office and the District Clerk's Office have been entering disposition incorrectly in many cases. In Ableterm, in the CJIS reporting section, the 6r field, which holds the disposition type has been completed with its associated date (in DPS database known as the CDD or Court Disposition Date) but the user must move to the next page and enter the information on field 9 which holds the DPS value of (DOS or Date pf Sentence which can change to Date Of Status as well). When updates were done the CDD date would be changed, which should never change, and this would cause the CDD date to be later than the DOS date causing a rejection by DPS due to an invalid DOS which cannot precede the CDD or sometimes the error of the DOS cannot be a future date if data was mis-entered by the Courts Clerk. Other date entry error include a CDD (Court Disposition Date) was entered that is prior to the DOA (Date of Arrest) which of course is impossible.

Obtain access to CCH DPS site so Courts Clerks can check records

There were discovered some special Court Transaction Errors being caused by two different issues. The first error was a rejection due to the PAF/N or PAF/O does not allow Court action. The prosecutor office has been using the Prosecutor Action Field value of "O" for other instead of "C" for change where the offense was changed in to match the elements actually occurring in the offense. The "N" code is a "Non-prosecution" code and obviously a Court action is not possible if the prosecutor is choosing not to prosecute.

The above errors are a combination of incorrect training in the disposing of cases in Ableterm as well as simply data entry errors.

A common cause of rejection by DPS is "REJECT - DUPLICATE COURT/A00<some value>" which occurs either by the Courts Clerk going back into Ableterm and changing the disposition after moving off the page for disposition entry causing a second record of disposition to be created in the upload to DPS file. This same error can occur if County IT Department personnel do not apply unapplied DPS Return files before the next upload is done.

Retraining of Courts Clerks

Staff needs to be performed due to incorrect training or understanding initially as well as a large number of new employees being on staff who never had the degree of training as was done initially. Training in CJIS reporting by our DPS regional representative is need as well as some guidance from Tyler Technologies CJIS reporting specialists in the proper use of Ableterm for entering those dispositions.

County Information Technology Issues

This section describes issues relating to procedures in use by Hidalgo County Information Technology Department personnel in the process of Article 60 CJIS Electronic Disposition Reporting.

It has been discovered through examination of reports from DPS EDR website that the procedures used in uploading and downloading needed to be examined and changed. Current frequency of the upload/download process to DPS is twice weekly on Tuesday and Thursday. This procedure is predominately manual and done by one person. The following problems exist.

1. Consistent performance of the upload and download process to the DPS CCH EDR (Texas Department of Public Safety Criminal Case History Electronic Data Reporting) website and Ableterm. There have been periods, such as December 2009, when only only one upload/download process was performed during the entire month.

2. Relating to item one above is the frequency of the upload and download process which is currently twice weekly.

3. The entire upload/download process is manual and done after working hours opening the potential for failure due to the party performing this twice weekly process being out due to vacation, illness or other reasons.

4. There is a large hold file (TRANS) containing records where the TRN or SID (State Identification Number) was not present. There are over 41,000 records in this file. A solution to reducing the number of these records needs to be addressed.

Texas Department of Public Safety EDR Issues

This section describes issues relating to Article 60 CJIS reporting to DPS.

1. There are a fairly high percentage of parties who Fail to Appear for their Court hearings which leaves the offenses pending with the potential of never being able to provide a disposition. This situation is especially problematic for border counties in Texas as it is fairly easy for defendants to slip across the border and never return to face prosecution. A disposition procedure for dealing with the Failure To Appear cases is needed.

2. A method of automating the upload and download process is needed to eliminate the manual process currently being used.

3. Auditing of DPS Transaction errors and communication of issues needs to be improved so that errors being made by those entering disposition can be identified and corrected through training that addresses those errors.

Section V

Plan to Remedy Problems Identified in Section IV

This section describes the plans to address the identified relating to Chapter 60 CJIS reporting compliance.

The plan for remediation of issues is presented for each stage of the reporting process as identified in Section IV:

1. Plan to remedy Law Enforcement issues
2. Plan to remedy Prosecutor issues
3. Plan to remedy Courts Clerks issues
4. Plan to remedy County Information Technology issues
5. Plan to remedy Texas Department of Public Safety EDR issues

Plan to remedy Law Enforcement issues

This section contains proposed remedies for the issues relating to Law Enforcement Article 60 CJIS reporting.

Initial examination of the CJIS reporting issues seemed to suggest that there were more cases that were never brought to the prosecutor's office than deeper investigation supports. Of the four to five thousand open offenses for each year examined, only four to five hundred were due to the cases not being brought to the prosecutor's office.

The offenses that are open for this reason need to be identified by the process of elimination and would, from the records examined, be those with no prosecutor action and no record in Ableterm. A list of those needs to be developed by year and ORI of the arresting agency which should be forwarded to those agencies for their research and disposition of change to a Class C offense (non-reportable) or with a disposition of non-prosecution.

This phase of the remediation process will by its very nature need to be last in order to obtain these cases by the process of elimination.

Plan to remedy Prosecutor issues

This section describes those things required to remedy the issues relating to Article 60 CJIS reporting by the Office of Criminal District Attorney (Prosecutor), Hidalgo County, Texas

Training of prosecutor staff by prosecutor staff person, Gloria Guzman.
Training will be given to those entering dispositions in the Ableterm Prosecutor module to ensure proper Prosecutor Action Field (PAF) codes are entered. The use of the "O" option will be foremost but also the correct manner of entering changed offenses and the creation of additional offense by the prosecutor's office will be given. Ensuring that actions are completed by the "M" option in CJIS to mail the PAF record, identified by DPS as an E3 record, are prepared for uploading.

Prosecutor Transaction Errors will be monitored and audited daily and errors forwarded to Ms. Guzman for further identification of the reason for the error and necessary corrective training.

Plan to remedy Courts Clerks issues

This section describes the remedies needed to resolve the issues relating to Article 60 CJIS reporting by the Courts Clerks.

Training by DPS CJIS Reporting Regional Representative, Stacy Adams

Both Courts Clerks offices need to have training in CJIS reporting relative to the CR43 manual reporting form and the Criminal Justice Information System Computerized Criminal History Electronic Reporting Guide document published by Texas Department of Public Safety. This training then needs to be followed with training in use the use of Ableterm CJIS disposition reporting pages to ensure that the record in Ableterm properly reflects the disposition requirements as expressed in the DPS document.

In possible preparation for needed Failure to Appear disposition codes, pending cases should be examined to identify pending cases with no-shows, NISIs granted, and active Warrants pending.

Plan to remedy County Information Technology issues

This section describes the action to be taken to remedy County Information Technology issues relating to Article 60 CJIS reporting issues.

1. The manual upload and download to DPS EDR site process needs to be automated is possible and changed to a daily procedure immediately to eliminate large numbers of reporting errors.

2. A Sync Disk needs to be requested and applied and applied by County IT staff to Ableterm and the upload/download/apply to Ableterm procedure needs to be run until no more records are available from Ableterm for upload to reduce the high numbers of records in the Ableterm hold file (TRANS table).

3. Daily auditing of the files that upload to DPS and are downloaded from DPS along with reports downloaded from DPS listing Court Transaction Errors and Prosecutor Transaction Errors to facilitate identification of disposition entry procedures and DPS return file application to Ableterm errors.

Plan to remedy Texas Department of Public Safety EDR issues

This section describes possible remedies to Article 60 CJIS reporting issues relating to Texas Department of Public Safety Electronic Data Reporting.

A group should address the need of Failure to Appear and Dismissed due to Lunacy disposition codes to address those cases that do not have any means of removing from the list of Open Arrests due to a lack of codes to properly reflect the true status of those cases.

ARTICLE 21. CRIMINAL HISTORY REPORTING

SECTION 21.001. Chapter 60, Code of Criminal Procedure, is amended by adding Article 60.10 to read as follows:

Art. 60.10. DATA REPORTING IMPROVEMENT PLAN. (a) In this article, "disposition completeness percentage" has the meaning assigned by Article 60.21(c).

(b) This article applies only to a county that has an average disposition completeness percentage, including both juvenile and adult dispositions, of less than 90 percent, as reflected in the first report the Department of Public Safety submits under Article 60.21(b)(2) on or after January 1, 2009.

(c) The commissioners court of a county described by Subsection (b) shall establish a local data advisory board as described by Article 60.09 not later than November 1, 2009. A local data advisory board established under this article may include any person described by Article 60.09(b) and must include:

(1) the sheriff of the county, or the sheriff's designee;

(2) an attorney who represents the state in the district courts of the county;

(3) an attorney who represents the state in the

county courts of the county;

(4) the clerk for the district courts of the county, or the clerk's designee;

(5) the clerk for the county courts of the county, or the clerk's designee;

(6) the police chief of the municipality with the greatest population located in the county, or the chief's designee;

(7) a representative of the county's automated data processing services, if the county performs those services; and

(8) a representative of an entity with whom the county contracts for automated data processing services, if the county contracts for those services.

(d) In addition to the duties described by Article 60.09(a), a local data advisory board established under this article must prepare a data reporting improvement plan. The data reporting improvement plan must:

(1) describe the manner in which the county intends to improve the county's disposition completeness percentage;

(2) ensure that the county takes the steps necessary for the county's average disposition completeness percentage to be equal to or greater than 90 percent in the

first report the Department of Public Safety submits under Article 60.21(b)(2) on or after January 1, 2013; and

(3) include a comprehensive strategy by which the county will permanently maintain the county's disposition completeness percentage at or above 90 percent.

(e) Not later than June 1, 2010, a local data advisory board established under this article shall submit to the Department of Public Safety the data reporting improvement plan prepared for the county. On receipt of a data reporting improvement plan under this article, the department shall post the plan on the Internet website maintained by the department.

(f) The public safety director of the Department of Public Safety may adopt rules concerning the contents and form of a data reporting improvement plan prepared under this article.

(g) This article expires September 1, 2013.

SECTION 21.002. Article 60.21, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) The Department of Public Safety shall:

(1) monitor the submission of arrest and disposition information by local jurisdictions;

(2) annually submit to the Legislative Budget

Board, the governor, the lieutenant governor, the state auditor, and the standing committees in the senate and house of representatives that have primary jurisdiction over criminal justice and the Department of Public Safety [~~council~~] a report regarding the level of reporting by local jurisdictions;

(3) identify local jurisdictions that do not report arrest or disposition information or that partially report information; and

(4) for use in determining the status of outstanding dispositions, publish monthly on the Department of Public Safety's Internet website or on another electronic publication a report listing each arrest by local jurisdiction for which there is no corresponding final court disposition.

(c) The report described by Subsection (b)(2) must contain a disposition completeness percentage for each county in this state. For purposes of this subsection, "disposition completeness percentage" means the percentage of arrest charges a county reports to the Department of Public Safety to be entered in the computerized criminal history system under this chapter that were brought against a person in the county for which a disposition has been subsequently reported and entered into the computerized

criminal history system.

AI-34295 **Comm. Court Executive Office 6. C.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Sgt. Orlando Cantu, Sheriff's/Rick Sunday, Fac. Mgmt

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Sheriff's Revised Parking Assignment Schedule/Plan for Courthouse Parking Lot

BACKGROUND

Attachments

drawing 1
drawing 2
drawing 3
drawing 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 03:27 PM
Erika Zamora	Erika Zamora	09/21/2012 04:36 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/17/2012 03:11 PM

Final Approval Date: 09/21/2012

COURT HOUSE: "SGT. CANTU'S PARKING ASSIGNMENTS"

ENTIRE WEST LOT, NO PUBLIC PARKING RESTRICTED ACCESS ONLY

COLOR KEY *

1 ADD'L SPOT PER COURT & DA, PLUS 2 CO. CLERK, 2 DISTR. CLERK, IT, LIBRARIAN, RECORDS MGT, FAC. MGT., AUX COURTS, JUV. PROB., ADULT PROB. & OTHER LAW ENFORCE.

SHERIFF'S DEPUTIES & OTHER LAW ENFORCE

JUDGES & DA

ADA

* SEE ATTACHED DETAIL DWGS PGS. 2-4.

ALL PUBLIC & "OTHER" COUNTY EMPLOYEE PARKING ON EAST SIDE & NORTH SIDE

CANO ST.

ADD SIGNAGE: COUNTY PARKING ONLY

CHANGE SIGNAGE: NO PUBLIC PARKING COUNTY PARKING ONLY

1 ADD'L SPOT PER COURT, PLUS 2 CO CLERK, 2 DISTR. CLERK, IT, LIBRARIAN, FAC MGT, AUX COURTS, JUV PROB, ADULT PROB & OTHER LAW ENFORCE

SWING GATE, USUALLY CLOSED. NO ACCESS OPEN IF EMERGENCY

KEY SWIPE PEOPLE DOOR

SHERIFF'S DEPUTIES

NEW Guard Shack

POWERED SLIDER GATE, OPEN DAY, DEPUTY CONTROLS ACCESS

ADD SIGNAGE COUNTY PARKING ONLY

6 ADA SPOTS 2 VAN ACCESS

MOVE DUMPSTERS & FENCE 8 FT SOUTH

Key Swipe People Door

ALL PUBLIC & "OTHER" COUNTY EMPLOYEES' ENTRANCE

OVERFLOW 2ND SECURE ENTRANCE

Manual, Solid Double Gate Opening Doors. USUALLY CLOSED & LOCKED.

10TH STREET

281 CLOSNER

JUDGES' PARKING ONLY, PLUS 1 DA & 2 VISITING JUDGES

RELOCATED GUARD SHACK

DEMOLISH SIDEWALK

Powered, Solid Sliding Gate

SALLY PORT

KEY SWIPE PEOPLE DOOR

ANNEX

2 CRT RM BLDG CC18 CC17 5,264 SF

CLERKS 1752

ADD SIGNAGE COUNTY PARKING ONLY

3 CRT RM BLDG MC1 MC2 CPS 7,952 SF

FAUX WROUGHT IRON FENCE WITH GATES AROUND ENTIRE WEST SIDE PERIMETER

MCINTYRE

KEY SWIPE PEOPLE DOOR

Phase I

RELOCATE JUDGES' PARKING TO WEST SIDE, & FENCE IN ENTIRE WEST SIDE PARKING

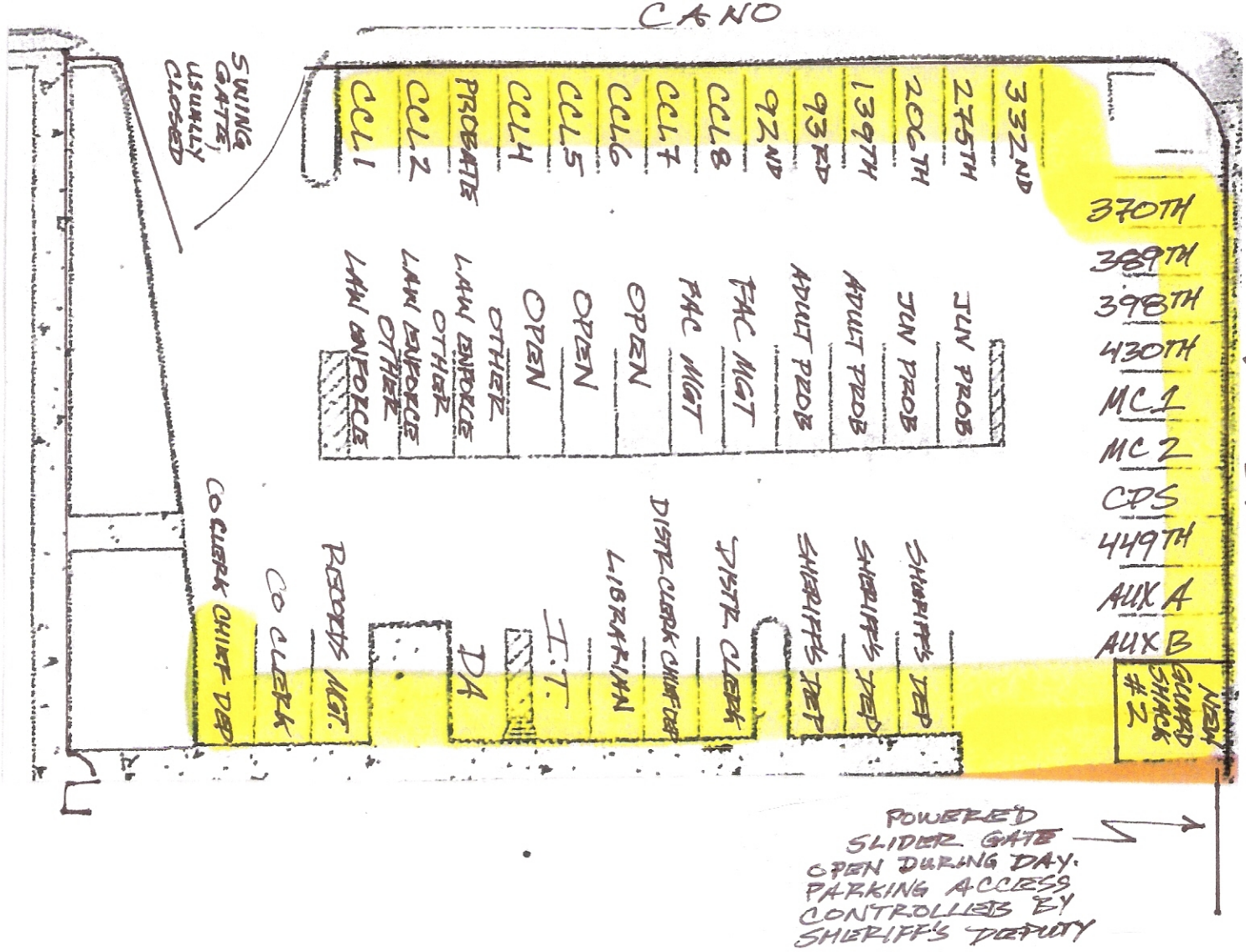
Phase II

REPLACE FENCING IN NEW JUDGES' PARKING WITH BLOCK WALL

NOTES:

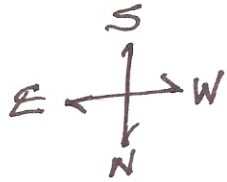
1) ALL GATES OPEN DURING EMERGENCY FOR FIRE MARSHAL EGRESS COMPLIANCE
2) IT DEPT REVISING & IMPLEMENTING MUCH IMPROVED SECURITY CAMERA & MONITORING PLAN

S E W N

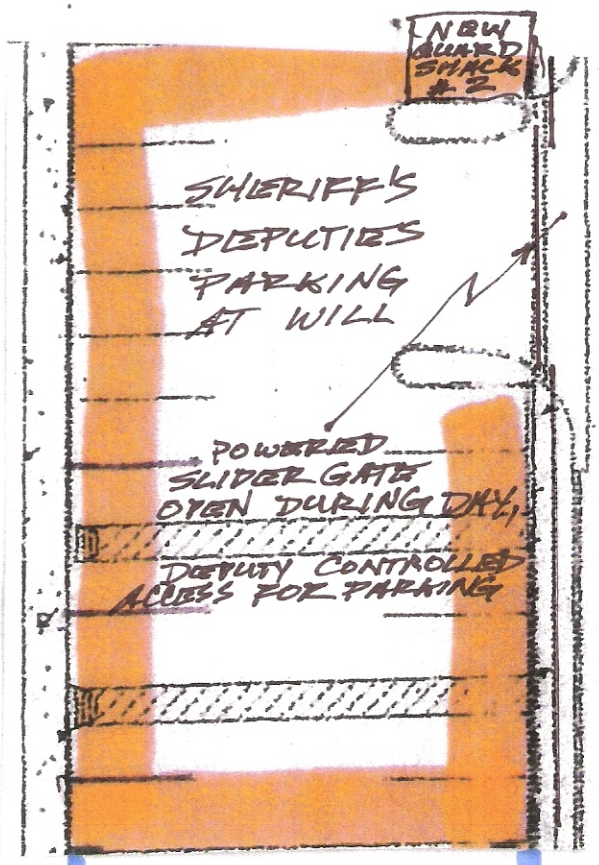


SOUTH END, WEST SIDE
CORNER OF CANO & 10TH STS.

1 ADD'L. SPOT PER COURT; DA, PLUS 2 CO. CLERK, 2 DISTR. CLERK, IT, LIBRARIAN, RECORDS MGT., FAC. MGT., AUX COURTS, JUV. PROB., ADULT PROB., & OTHER LAW ENFORCE.



SHERIFF'S & ADA PARKING

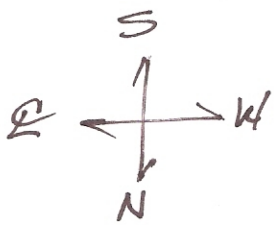


6 ADA SPOTS INCLUDING 2 VAN ACCESSIBLE

NOTE:

TAS REQUIRES 6 ADA, OF WHICH 2 MUST BE VAN ACCESSIBLE.

CURRENTLY, THERE ARE 24 ADA SPOTS INCLUDING 6 VAN ACCESSIBLE. ALTHOUGH NOT REQUIRED BY TAS, PLAN INCLUDES TRANSFERRING 18 ADA SPOTS / 4 VAN ACCESSIBLE TO EAST PARKING LOT ACROSS 281 / CLOSNER, SO NO NET REDUCTION IN ADA SPOTS WITH THIS PARKING PLAN.

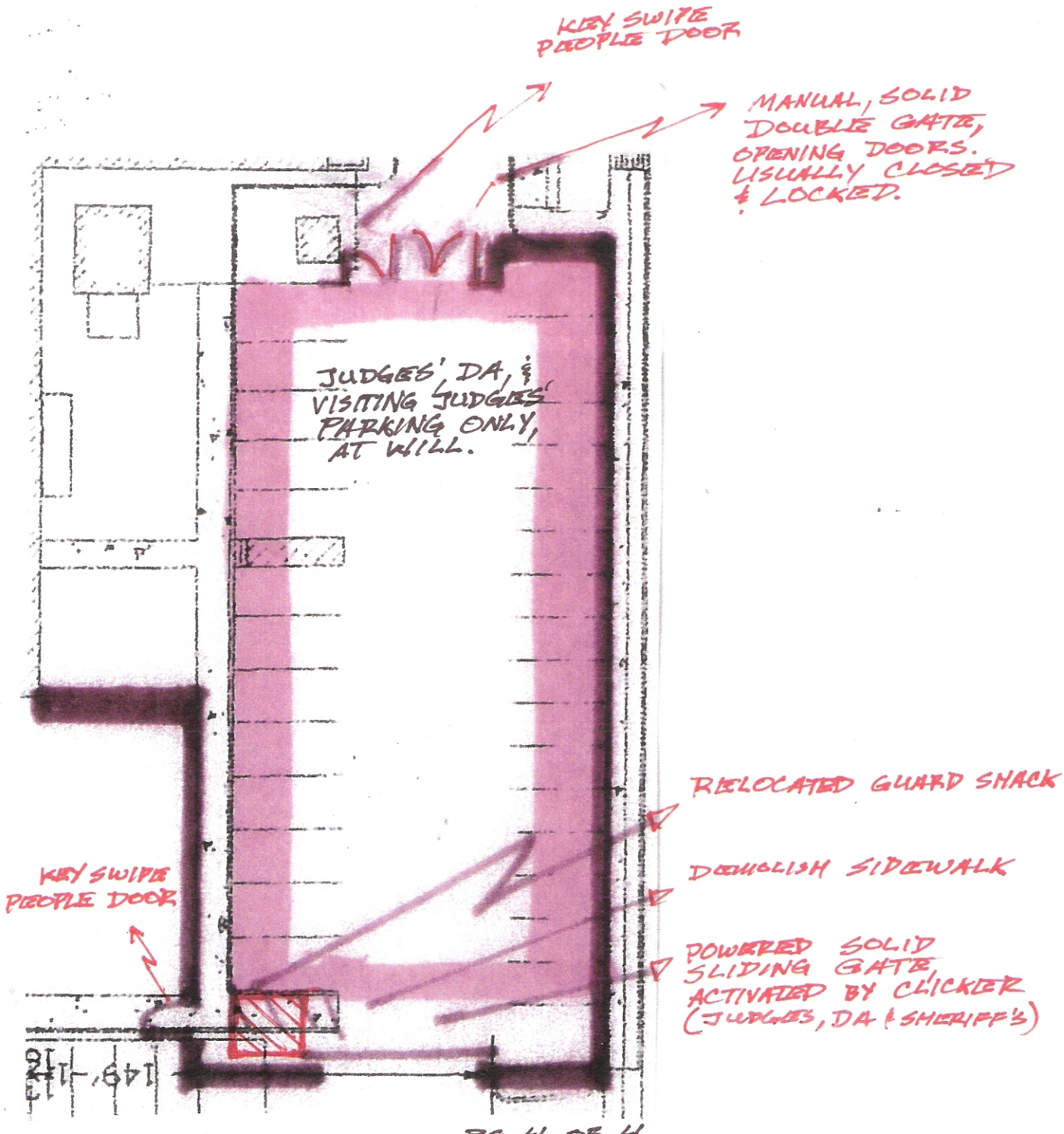


JUDGES' PARKING & DA ONLY

CONCEPT: EXTRA SECURE AREA WITHIN ENTIRE WEST SIDE SECURE AREA

PHASE I: RAUK WROUGHT IRON STREET SIDE, CHAIN LINK INTERIOR SIDE

PHASE II: CMU BLOCK WALL 8'-10' HIGH, STUCCO SURFACE, SOLID METAL GATES, & DECORATIVE EXTERIOR TO MEET EDINBURG TOWNESITE CODE.



AI-34065 **Comm. Court Executive Office 6. D.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas AgriLife Extension -Texas Citrus Mutual Grant (1287):
1. Approval of Subrecipient Agreement between Hidalgo County Agrilife Extension and Texas Citrus Mutual to support the project "Education and Outreach for Increased Awareness of HLB/ACP Threat in Texas with Emphasis on Quarantine and High Risk Areas" (grant funds in the amount of $ 46,000.00)
2. Approval of certification of revenues as certified by the County Auditor for the Agrilife Extension Service -Texas Citrus Mutual Grant.
3. Approval of appropriation of funds in the amount of $46,000.00 for the period of 09/01/2012 to 03/31/2013.
4. Approval to create one (1) temporary full-time Coordinator I position, slot no. T001, grade level 9, not to exceed six (6) months and/or 12/31/2012.
5. Approval to authorize auto allowance in the amount of $4,000.00 for one (1) temporary full-time Coordinator I position, slot no. T001.
6. Approval of salary schedule.

BACKGROUND

Funding for the temporary full time Coordinator I position, slot T001 to cover through March 31, 2013. All temporary positions can only be authorized until the end of the County Fiscal year which runs from January through December. Department has been advised that the request to extend the position in the new calendar year must be presented to court for approval at the end of December 2012. rc

Asian citrus psyllid (ACP), an insect pest ... and is a threat to California's backyard and commercially grown citrus. ... transmits a bacterial disease called huanglongbing (HLB) to citrus trees.

Fiscal Impact

FISCAL YEAR: See below **ACCT. #:** 2-1287-461-20-380-002-3-XXX

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

BUDGETARY IMPACT:

County Fiscal/Calendar Year (s): 2012 & 2013
Grant Fiscal Year (s): 2013
Grant Period- 09-21-12 to 03-31-13
USDA, APHIS Agreement # 12-8448-1530-CA
CFDA No. 10-025
Grantor: United States Department of Agriculture Animal & Plant Health Inspection Service Plant Protection and Quarantine (APHIS)
Recipient: Texas Citrus Mutual, Inc.
Subrecipient: Hidalgo County- Agrilife Extension Services

Appropriation of funds in the amount of $46,000.00 for Tx Agrilife Ext Svc - Texas Citrus Mutual Grant.

Revenue Acct #2-1287-331-12-380-002-3-000 "TEXAS CITRUS MUTUAL - REVENUES"

Attachments

PAR
Agreement
Exhibits
Job Description
fiscal note
Salary Schedule
Auto Allowance Form
Appropriation
Certification of Revenues Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 03:59 PM
Erika Zamora	Erika Zamora	09/07/2012 04:58 PM
Auditor's Office	Erika Zamora	09/12/2012 08:30 AM
Erika Zamora	Erika Zamora	09/17/2012 03:40 PM
Sylvia Solis	Sylvia Solis	09/20/2012 04:23 PM
Rosalinda Cantu	Rosie Cantu	09/21/2012 01:40 PM
Purchasing Department	Marty Salazar	09/21/2012 03:47 PM

Form Started By: Monica Badillo Started On: 09/05/2012 02:32 PM

Final Approval Date: 09/21/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: TX AGRILIFE EXTENSION SERVICES - TEXAS CITRUS MUTUAL (380-002)

DATE: 9/17/2012

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: T001

REQUESTED POSITION TITLE: COORDINATOR I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 32,642.00	$ 32,642.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Allowance Amount:

$ 0.00	$ 4,000.00	$ 4,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

Upon CC approval	3/31/2013	Mon - Sat	40 plus	Not to exceed 6 months and/or 12/31/12
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

Please Note: *Funding for the temporary full time Coordinator I position, slot T001 to cover through March 31, 2013. All temporary positions can only be authorized until the end of the County Fiscal year which runs from January through December. Department will submit request in December 2012 to extend position for 2013.*

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

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

Coordinate educational events for disimination of Citrus Greening materials. Meet with owners of trailer parks to coordinate treatment for Citrus Psyllid, the vector of Citrys Greening Disease. Organize training for volunteers. Schedule volunteers for educational presentations and for festivals and events. Order materials and post information and changes to Citrus Greening webpage via Word Press.

Educator needed to address citrus greening disease.

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

Coordinate educational events for disimination of Citrus Greening materials. Meet with owners of trailer parks to coordinate treatment for Citrus Psyllid, the vector of Citrys Greening Disease. Organize training for volunteers. Schedule volunteers for educational presentations and for festivals and events. Order materials and post information and changes to Citrus Greening webpage via Word Press.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Barbara Sterling	DEPARTMENT HEAD	9/17/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
2. Esther A Cantu Mgr	HUMAN RESOURCES DIRECTOR	9.19.12 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2012 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

SUB-RECIPIENT AGREEMENT
BETWEEN
HIDALGO COUNTY AGRILIFE EXTENSION
AND
TEXAS CITRUS MUTUAL

This Sub-Recipient Agreement made on this _____ day of _____, 2012, by and between the **HIDALGO COUNTY AGRLIFE EXTENSION SERVICE**, hereinafter referred to as "AgriLife," and **TEXAS CITRUS MUTUAL**, hereinafter referred to as "Sponsor," as follows:

WITNESSETH:

WHEREAS, AgriLife is in partnership with the United States Department of Agriculture's Cooperative System (USDA) and the Commissioners Court of the County of Hidalgo, Texas.

WHEREAS, Sponsor is a non-profit trade association that has been awarded a Cooperative Agreement between itself and the United States Department of Agriculture Animal and Plant Health Inspection Service Plant Protection and Quarantine (APHIS), identified as Agreement No. 12-8448-1530-CA.

WHEREAS, Sponsor has agreed to provide grant funds in the amount of Forty-six Thousand Dollars ($46,000.00) to AgriLife to support the project entitled "Education and Outreach for Increased Awareness of HLB/ACP Threat in Texas with Emphasis on Quarantine and High Risk Areas" under the direction of Barbara Storz, Hidalgo County AgriLife Extension County Coordinator and Horticultural Agent.

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

1. **Period of Performance.** The Agreement becomes effective upon the last signature of a signatory, and performance begins thereafter. The term of the Agreement shall be for a period beginning with the signing of the contract and ending March 31, 2013. This contract may be renewed by amendment on an annual basis as long as the prime grant is in effect, however this decision will rest with Sponsor. This Agreement may be extended or renewed only by written agreement of the Parties.

2. **Statement of Objectives.** The scope of work, attached as Exhibit "A" and entitled Service Agreement, is hereby made part of this agreement and is fully incorporated for all purposes.

3. **Compensation.** Sponsor shall compensate AgriLife in an amount not to exceed Forty-six Thousand Dollars ($46,000.00) from grant funds. *See* Exhibit "B". Sponsor has no obligation and AgriLife has no expectation of reimbursements for costs in excess of the aforementioned sum. AgriLife shall submit invoices and project reports on a monthly basis to Sponsor in accordance with Exhibit B, USDA, APHIS Agreement # 12-8448-1530-CA; CFDA No. 10-025, with a copy to:

County of Hidalgo
Attn: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, TX 78539

And to Sponsor: Texas Citrus Mutual
Attn: Ray Prewett, President
901 Business Park Drive, Ste 400
Mission, TX 78572

Each notice, demand, request or communication which shall be delivered to 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.

4. **Monthly Project Reports.** Project Reports from AgriLife Extension to Texas Citrus Mutual will be made monthly to Texas Citrus Mutual, Ray Prewett, at the above address and/or via e-mail at: ray@valleyag.org.

Reports will include:
Date of report; number of educational programs provided since last report, where programs were given and results of any survey information taken. Reports of meetings with large property owners, such as trailer park owners, will be provided with information as to the location of the property, commitment by the owner to utilize preventative measures to reduce the number of Asian Citrus Psyllids, the insect vector, of Citrus Greening Disease. Reports will also include information on the number of insect or plant material samples taken, if applicable, and turned over to USDA-APHIS, Mission, TX or Texas A & M – Citrus Center, Weslaco, TX for analysis.

5. **Invoices.** All invoices shall be submitted for reimbursement to Texas Citrus Mutual, Ray Prewett, at the above address. All purchases will be in compliance with provisions in Agreement #12-848-1530-CA, CFDA 10-025. Payments should be made to Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, TX 78539.

6. **Final Project Report.** A final report shall be sent to Texas Citrus Mutual, no later than 60 days after the conclusion of the project. This final project report will summarize the number of educational events, the commitments made by property owners to follow recommended pest management procedures, as developed by USDA-APHIS for Asian Citrus Psyllid control, and the information on the number of samples taken and turned over to USDA-APHIS or Texas A & M – Citrus Center, Weslaco, TX for analysis.

7. **Source.** The primary grant and funding source related to this sub-agreement is an agreement between APHIS, USDA and Sponsor. The primary grant agreement, No. 12-8448-1530-CA, is hereby made part of this agreement and is fully incorporated for all purposes. *See* attached Exhibit "C". As Sub-Recipient, AgriLife agrees to comply with all applicable terms and conditions in the primary agreement.

8. Miscellaneous Provisions.

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

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

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

If to AgriLife: Texas A&M AgriLife Extension Service, Hidalgo County
Attn: Barbara C. Storz,
410 North 13th Avenue
Edinburg, TX 78541
FAX: (956) 383-1735
e-mail: b-storz@tamu.edu

If to Sponsor: Texas Citrus Mutual
Attn: Ray Prewett, President
901 Business Park Drive, Ste 400
Mission, TX 78572

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

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

Assignment. This Agreement shall not be assignable without the consent Sponsor.

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

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

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

WITNESS THE HANDS OF THE PARTIES effective as of the _____day of _____, 2012.

Ray Prewett
President, TCM

Ramon Garcia
Hidalgo County Judge

Attest:

Jacob Sosebee, Program Specialist
Texas Citrus Mutual

Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVE AS TO FORM:
Office of Hidalgo County Criminal District Attorney

By: Josephine Ramirez-Solis
Assistant District Attorney
Michael Lee Garza
Assistant District Attorney

EXHIBIT A

OFFICE OF HIDALGO COUNTY

AgriLIFE EXTENSION
Texas A&M System

Texas AgriLIFE Extension Service Agreement for Educational Outreach for Citrus Greening Disease
September 1, 2012 thru March 31, 2013
Prepared by Barbara Storz, CEA - Horticulture
Hidalgo County

1. Conduct training of Volunteer Coordinator on citrus greening disease, management of insect vector, mapping of educational programs provided, how to develop media campaign and coordinate efforts of volunteers to provide maximum educational outreach.
2. Partner with local agencies and city governments to develop media campaign to bring awareness of disease and educational programs being provided by Extension.
3. Develop training for volunteers willing to provide presentations on citrus greening and vector management.
4. Evaluate volunteers to determine knowledge gained related to identification and management of Asian Citrus Psyllid.
5. Provide educational presentations, given by Master Gardener volunteers, on Citrus Greening and control of Asian Citrus Psyllid for local residents, in English and Spanish, especially within the quarantine zone.
6. Provide one-on-one information to local residents on citrus greening at public festivals and events.
7. Provide one-on-one information to managers and owners of Winter Texan Trailer Parks encouraging their participation in efforts to protect the citrus industry by treating for the vector, Asian Citrus Psyllid.
8. Conduct outreach and provide training to local nurseries and garden centers who sell citrus to homeowners, identification of the vector, ways to manage the insect vector, importance of treatment, and how to identify citrus greening.
9. Evaluate nursery workers to determine knowledge gained related to identification and management of Asian Citrus Psyllid.
10. Survey results of educational programs by program evaluations and follow up phone calls with residents to determine what percentage of program participants treat their trees to control the vector.
11. Survey Winter Texan Trailer Parks to determine who has treated trees and work with TCM to track that information with the appropriate systems.
12. Partner with Texas A & M University Kingsville – Citrus Center staff to conduct educational programs and insect/tissue sampling where needed.
13. Partner with Texas AgriLife Extension Service staff in Cameron County as needed.

Texas AgriLIFE Extension Service
410 N. 13th Avenue
Edinburg, TX 78541
Tel. 956/383-1026
Fax. 956/383-1735
b-storz@tamu.edu
htpp://hidalgo-tx.tamu.edu

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

United States
Department of
Agriculture

Marketing and
Regulatory
Programs

Animal and
Plant Health
Inspection
Service

Plant Protection
and Quarantine

Western Region
Office

2150 Centre Ave,
Bldg B-3E10
Fort Collins, CO
80526

(970) 494-7500
FAX: 494-7501

JUL 02 2012

Mr. Ray Prewett
President
Texas Citrus Mutual, Inc.
901 Business Park Drive Suite 400
Mission, TX 78572

Dear Mr. Prewett:

Enclosed for your records is the Notice of Cooperative Agreement Award 12-8448-1530-CA. This Agreement is for the activities relating to Education and Outreach for Increased Awareness of HLB/ACP Threat in Texas with Emphasis on Quarantine and High Risk Areas.

This Notice of Cooperative Agreement Award is for Federal Fiscal Year 2012 and is effective April 1, 2012, to March 31, 2013, in the amount of $179,000.

Also enclosed is a Limited Scope Administrative and Financial Review Questionnaire. This abbreviated version is provided for your information and to give notice that, in the event you are selected for a review, you will be receiving a more comprehensive questionnaire to which you will respond and provide information necessary for the review.

We have appointed Mr. George Nash, Domestic & Emergency Program Coordinator, as the Authorized Departmental Officer's Designated Representative (ADODR) for this Cooperative Agreement. Mr. Nash can be reached at USDA, APHIS, PPQ: 903 San Jacinto Blvd., Suite 270, Austin, TX, 78701-2450; telephone: Area Code (512) 916-5241.

If you have any questions or concerns regarding this Agreement, please refer them to Mr. Nash.

Sincerely,

for Jeffrey Grode
Acting Regional Director
Western Region, PPQ

Enclosures

cc:
ABS, Minneapolis, MN
George Nash, ADODR
File

EXHIBIT B

AgriLIFE HLB Outreach Budget

Outreach Educator (Expected Dates of Service) 9/1/2012 – 03/31/2013)

Annual Salary (34,000.00/year prorated to 7 months)		$19,833.33
Yearly Gas Allowance		$ 2,822.17
Travel Budget		$ 3,375.91
Benefits (Prorated to 7 months)		
	Life Insurance	$ 15.75
	Health Insurance	$ 2,429.00
	Retirement	$ 1,973.42
	Unemployment	$ 99.17
	Social Security	$ 1,229.67
	Workers Comp	$ 287.58
Total Salary, Travel & Benefits:		**$32,066.00**
Office Equipment and Supplies:		
Personal Computer		$ 1,100.00
Specialty Software		$ 600.00
LCD Projector		$ 800.00
Filing Cabinet		$ 329.00
Business Cards/Shirts/Badge		$ 215.00
Copy Paper/Office Supplies		$ 900.00
Total Office Equipment & Supplies		**$ 3,944.00**
Outreach – Publications/Booth Rentals/Banners:		
10,000 Citrus Greening, color – Eng/Spanish		$ 3,500.00
500 Greenhouse, color		$ 350.00
200 Flip Charts		$ 405.00
200 Color Posters		$ 300.00
5,000 Coloring Books		$ 1,300.00
2 carts for booths		$ 140.00
2 literature crates		$ 50.00
Vertical Banners 6 for booths		$ 2,000.00
Table Skirt Banners 3		$ 230.00
Booth Rentals		$ 450.00
Sticky Traps		$ 465.00
500 Magnifiers		$ 800.00
Total Outreach Materials		**$ 9,990.00**
Total Budget		**$46,000.00**

EXHIBIT C

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	March 31, 2013

NOTICE OF COOPERATIVE AGREEMENT AWARD BETWEEN THE TEXAS CITRUS MUTUAL (COOPERATOR) AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE PLANT PROTECTION AND QUARANTINE (APHIS)

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide Federal financial assistance to conduct activities that will provide specific information to the Cooperator, APHIS, and other interested parties for Education and Outreach for Increased Awareness of HLB/ACP Threat in Texas with Emphasis on Quarantine and High Risk Areas.

ARTICLE 2 - AUTHORITIES

Under the Plant Protection Act, as amended, (7 USC §§ 7701 et. seq.) (PPA), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, domestic or international associations, and other persons to carry out the purposes of the PPA.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

a. A mutually satisfactory annual Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.

b. The provisions of this Agreement will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	March 31, 2013

c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

d. APHIS will provide, through loan, the use of APHIS owned property and equipment to be used by the cooperator if agreed upon as necessary.

e. A physical inventory of all Federally-owned equipment loaned to the Cooperator will be made, by APHIS, at least annually. Periodic reviews will be made as deemed necessary by APHIS.

f. The Cooperator shall be responsible for all maintenance, repairs and liability for any Federally-owned property while on loan from APHIS.

g. Any lost, stolen, destroyed, or damaged federally owned property must be reported to the APHIS State Office, for completion, as applicable, of a Report of Transfer or Other Disposition or Construction of Property (Form AD-107) or a Report of Unserviceable, Lost, or Damaged Property, (Form Ad-112).

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator understands and agrees to/that:

a. Designate in writing to APHIS the Cooperator's authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Furnish personnel, as required, to accomplish the activities outlined in the Work Plan and Financial Plan.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

d. The Cooperator's representative designated as required in Article 4.a shall certify and submit to APHIS' Authorized Representative a semiannual accomplishment report on activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. They are due no later than 30 days after the end of the first six months of the agreement period and a final report is due no later than 90 days after the Agreement expires or terminates (October 31, 2012 and June 30, 2013). Any requests for an extension of time to submit the report must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the

authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

e. Submit to APHIS' authorized representative properly certified semiannual Federal Financial Report (FFR) SF-425, no later than 30 days after the first six months of the Agreement period and a final FFR no later than 90 days after the Agreement expires or terminates (October 31, 2012 and June 30, 2013). Any requests for an extension of time to submit the FFR must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 days period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.

f. Treat any program income derived under this Agreement using the Deduction Alternative in accordance with the provisions of 7 CFR 3019.24(b)(3), which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3019.22(h), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements; if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

i. Comply with 2 CFR 417, Subpart C to ensure that any sub recipients that carry out the provisions of this agreement are not debarred or suspended. Sub recipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

j. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

k. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding $100,000.

l. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and

E-Mail Security". The Cooperator will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.

m. Work with the appropriate APHIS Program Unit's Information systems Security manager to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at http://csrc.nist.gov/publications/nistpubs/index.html to obtain copies of the NIST C&A publications.

n. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non- government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

o. Maintain an inventory control system of property purchased by the Cooperator in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3019.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 13 of this Agreement.

p. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

q. When the Federal share of total project costs as reflected in the Financial Plan is over $100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval for the budget revision. The Cooperator will submit a revised SF-424A, Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a

narrative justification for the proposed revision. Transfers of funds among programs, function, or activities as indicated in Section B of the SF-424A, are prohibited.

r. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

s. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

t. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency my reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.
(2) Withhold advance payments otherwise due to the Cooperator
(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

u. Any information furnished to APHIS under this **Agreement** is subject to the Freedom of Information Act (5 USC 552).

v. Submit to APHIS' designated Federal official all property management and accident reports.

w. MRP Form 74, Vehicle Sharing Checklist, will be completed before and after the vehicle is shared.

x. If Federally owned or leased vehicles are loaned, then the cooperator will manage APHIS-owned or leased vehicles in accordance with the following terms and conditions and as outlined in the APHIS Motor Vehicle Fleet Management Manual:

1. Use APHIS-owned and/or leased vehicles for official Program activities only. Home-to-work transportation will not be authorized.

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	March 31, 2013

2. The registration for these vehicles will remain with APHIS. United States Government license plates will remain on each vehicle and only operators with a valid State driver's license, and approved to operate Program vehicles, will be authorized to operate these Federal vehicles.

3. All Federal gasoline credit cards will be surrendered to and retained by APHIS.

4. Complete an annual vehicle inspection. Each Federally-owned vehicle must be inspected by a qualified mechanic a least once a year. The Cooperator's operator should obtain the inspection, if possible, at a time when other maintenance is scheduled. Inspections may be obtained from a Government facility, an authorized dealer, or a qualified commercial garage or service station. The Cooperator's operator must provide the facility doing the inspection with an Annual Vehicle Inspection Checklist, MRP-65. The original MRP-65 is retained in the vehicle with a copy to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a)

5. Accommodate APHIS in conducting a physical inventory of all Federally owned property to include vehicles upon the date of delivery to the Program. These records will be the property of APHIS.

6. Each Program work unit will maintain proper security and control over their respective inventory of Federally-owned or leased vehicles. As well as providing off street storage facilities. Any vehicle moved from one location to another will be properly documented and reported to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager as designated in article 5(a) in order to revise the inventory listing and/or complete an AD-107 "Report of Transfer or Other Disposition or Construction of Property," when necessary.

7. Any lost, stolen, or damaged Federally owned/leased vehicles must be reported to the Program Vehicle Fleet Manager as designated in article 5(a) for completion of the following forms; AD-107, "Report of Transfer, or other Disposition or Construction of Property," or AD-112, "Report of Unserviceable, Lost or Damaged Property."

8. Cover all operation costs of the vehicles while they are on loan.

9. Submit to the APHIS designated Federal official (Co-Director) all property management and accident reports required and/or prepared in the event of an accident. These requirements are specified in the USDA, APHIS, Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual.

10. Ensure that complete accident reporting kits are maintained in the APHIS owned/leased vehicles at all times.

11. Provide routine maintenance and repair all damages to Federally owned/leased vehicles, less normal wear and tear, except the replacement costs are reimbursable to APHIS. Safety inspection, usage, maintenance, and reporting will be subject to those requirements as stated in the USDA, APHIS Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual and as stated in the manufacturer's vehicles manuals.

y. Provide 30 Days notice to APHIS when Federally owned/leased vehicles will no longer be needed for use on the Program or provide 30 days temporary storage for the vehicle at a central location to be mutually agreed upon by the State and/or Foundation and APHIS pending disposition advice. All vehicles loaned to the State and/or Foundation will be subject to recall by APHIS in the event the vehicles are necessary to conduct other APHIS programs.

z. The value of any APHIS owned/leased vehicles (determined by APHIS Marketing and Regulatory Practices Business Services, Administrative Services Division, Property Team) should they be totally destroyed or damaged, less normal wear and tear, will be billed to the State and/or Foundation or its designated insurance company for the National Automobile Dealers Association's average retail value adjusted for use and options, upon completion of this agreement. The cost of storage and any other cost associated with the disposition of a vehicle, less salvage value, will also be adjusted.

aa. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.

bb. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving" signed by President Barack Obama on October 1, 2009, by prohibiting Cooperator employees, recipients, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the Cooperator to implement--and to encourage its recipients, sub-recipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

cc. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

dd. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

ee. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.
(2) Withhold advance payments otherwise due to the Cooperator
(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

ff. Due to a statutory limitation of 10 percent, the transfer of amounts budgeted for direct costs to absorb increases in indirect costs requires prior written approval of APHIS.

gg. As a condition of this grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	March 31, 2013

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the Cooperator APHIS' Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this Agreement. Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Cooperator by the APHIS signatory official to appoint a temporary ADODR.

b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

c. Make advance payments, if requested by the Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the Work Plan and Financial Plan.

e. Upon receipt of any final Federal Financial Report that reflects an unobligated balance of $1,000 or more, provide written notification to the Cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator. Balances of less than $1,000 will automatically be de-obligated by APHIS without notification.

f. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.

g.Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, cooperators, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities.

Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided-by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

c. Data Restrictions: The Cooperator agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by Section 1619. The Cooperator further agrees and acknowledges that if Section 1619 does apply to some or all of the APHIS provided data, that pursuant to Section 1619, the Cooperator is bound to and will comply with Section 1619 (copy attached as Appendix A) and related APHIS guidance. The Cooperator understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA, APHIS
Legislative and Public Affairs
Freedom of Information and Privacy Act Office
4700 River Rd. Unit 50, Riverdale, MD 20737
Telephone: (301) 734-8296.

Additionally, the Cooperator agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to Section 1619.

ARTICLE 7 – CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	March 31, 2013

The Cooperator, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 25, "Financial Assistance Use of Universal Identifier and Central Contractor Registry" as specified below.

a. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions

For purposes of this award term:

(1)Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform.

(3)Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

(a) A Governmental organization, which is a State, local government, or Indian Tribe;

(b) A foreign public entity;
(c) A domestic or foreign nonprofit organization;
(d) A domestic or foreign for-profit organization; and

(e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4)Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5)Subrecipient means an entity that:

(a) Receives a subaward from you under this award; and

(b) Is accountable to you for the use of the Federal funds provided by the subaward.

ARTICLE 8 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Cooperator, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation", as follows:

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(a) You must report each obligating action described in paragraph a.(1) of this award term to http://www.fsrs.gov.

(b) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at http:// www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(a) the total Federal funding authorized to date under this award is $25,000 or more;

(b) in the preceding fiscal year, you received—

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(a) As part of your registration profile at http://www.ccr.gov.

(b) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

(a) in the subrecipient's preceding fiscal year, the subrecipient received—

i. i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) the public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(a) To the recipient.

(b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

(2) Entity means all of the following, as defined in 2 CFR part 25:

(a) A Governmental organization, which is a State, local government, or Indian tribe;

(b) A foreign public entity;

(c) A domestic or foreign nonprofit organization;

(d) A domestic or foreign for-profit organization;

(e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(3) Executive means officers, managing partners, or any other employees in management positions.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(a) Receives a subaward from you (the recipient) under this award; and

(b) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(a) Salary and bonus.

(b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives,
and are available generally to all salaried employees.

(d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(e) Above-market earnings on deferred compensation which is not tax-qualified.

(f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

ARTICLE 9 – AVAILABILITY OF FUNDING

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 10 – UNEMPLOYMENT COMPENSATION

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

ARTICLE 11 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 12 – APPLICABLE REGULATIONS

As a condition of this award, the Cooperator agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations" , 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; "Nonprocurement Debarment and Suspension" 2 CFR 417; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 13 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 14 – PATENTS AND INVENTIONS

The Cooperator has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3019.24(b)(3).

ARTICLE 15 - COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3019.24(b)(3).

ARTICLE 16 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event

that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment, including use of the APHIS Logo, by the Cooperator of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this Agreement.

ARTICLE 17 – FEDERAL VEHICLE MANAGEMENT

The Cooperator agrees to comply with the requirements of 41 CFR 101-38.301-1 (41 CFR 102-34 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The Cooperator further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the Cooperator's employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the Cooperator's employees. The Cooperator further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally owned or leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.

ARTICLE 18 – BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 19 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this Agreement is in effect. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3019.25, this Agreement is subject to a one-time extension of up to 12 months to complete this project. The Cooperator must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-

424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3019.25, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 20 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 21 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

a. **Provisions applicable to a recipient that is a private entity.**

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

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

   b) Procure a commercial sex act during the period of time that the award is in effect; or

   c) Use forced labor in the performance of the award or subawards under the award.

2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

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

   b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—

i) Associated with performance under this award; or

ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

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

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either--
   a) Associated with performance under this award; or

   b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),' as implemented by our agency at 7 CFR 3017.

c. **Provisions applicable to any recipient.**

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.

2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:

   a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

   b) Is in addition to all other remedies for noncompliance that are available to use under this award.

3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1) "Employee" means either:

a) An individual employed by your or a subrecipient who is engaged in the performance of the project or program under this award; or

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

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

3) "Private entity":

a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

b) Includes:
i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii) A for–profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE 22 – FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."

b. For the purposes of the requirement:

1. Passenger or freight service by a certified air carrier is considered "available" even though:

a. Comparable or a different kind of service by a noncertificated air carrier costs less; or

b. Service by a noncertificated air carrier can be paid for in excess foreign currency; or

c. Service by a noncertificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.

2. Passenger service by a certificated air carrier is considered to be "unavailable":

a. When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

b. When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or

c. When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

ARTICLE 23 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of $179,000 and the Cooperator's share is $0 for a total project cost of $179,000. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective April 1, 2012, and shall continue through March 31, 2013, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3019.

TEXAS CITRUS MUTUAL

_____

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	March 31, 2013

USDA, APHIS Agreement #	12-8448-1530-CA
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	March 31, 2013

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

By: _____ Date 7/2/12
Jeffrey Gruden
Acting Regional Director
Western Regional Director, PPQ

APHIS Accounting Information

Fund	APDE1400AD		
Cost Center	APQAWRL263		
Functional Area	APQPRSPECORG000		
WBS (Function)	APPRSPECIAL01		
Budget Period	12XX		
Account	4170,000 (Cat)	$	$
Commitment Item (for all petitions)	2651		

* Previously cited Budget Object Class

COORDINATOR I

GRADE: 09

GENERAL DESCRIPTION

Performs routine (journey-level) program/department coordination duties providing consultative services and technical assistance to department staff, governmental agencies, community organizations, or the public. Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Implements various county programs depending on department assigned

Assists in implementing procedural or policy changes

Prepares performance reports, and recommends appropriate changes

Participates in planning, development, and implementation of activities relating to the department

Conducts surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures

May act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

Reviews research findings relative to projects being developed

Reviews information on service delivery system methods, outputs, and activities to identify gaps in resources; and recommends improvements

Assists in analyzing operations and reviews reports, makes recommendations and provides justifications when needed

Assists in analyzing the applications and variations of programs to develop an action plan to improve the department

May provide consultative services and technical assistance to plan, implement, and monitor effective programs and services

May provide guidance in the development and integration of new methods and procedures

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of experience in department coordination, business management, or a related field related to the specific program or department. Graduation from an accredited four-year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

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

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

Knowledge, Skills, and Abilities

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

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

Good verbal and written communication and presentation skills

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: Texas A&M AgriLife Extension Svc.-Hidalgo Co. Date: 9/18/2012

Position Title: COORDINATOR I Position Slot No. : T001

Position Status: ☑ Vacant ☐ Current

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

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request: $4,000.00

Estimated Miles Traveled: 160 miles per week

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

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

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

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

JUSTIFICATION FOR AUTO ALLOWANCE

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

Will be traveling across Hidalgo County providing educational programs on Citrus Greening and to meet with owners of trailer parks and private homes concerning treatment options for Citrus Psyllid, the insect vector of Citrus Greening Disease.

Employee Signature **Date**

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

Barbara Storey 9/20/12

Department Head/Elected Official Date 9/19/12

Funding Available in Dept. Budget ☑ YES ☐ NO

DBM XXX
Revised: April 2011

DATE: September 19, 2012

2012

DEPARTMENT HEAD: BARBARA STORZ

DEPARTMENT NAME: TEXAS AGRILIFE EXTENSION SERVICES

ACCOUNT NUMBER: 2-1287-461-20-380-002-3-XXX

Contact Person: Nora L. Cruz **Ph#:** 383-1026

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
2-1287-461-20-380-002-3- 121	TEXAS CITRUS MUTUAL -	TEMPORARY FULL-TIME	19,833.33
2-1287-461-20-380-002-3- 118	TEXAS CITRUS MUTUAL -	AUTO ALLOWANCE	2,822.17
2-1287-461-20-380-002-3- 211	TEXAS CITRUS MUTUAL -	HEALTH INSURANCE	2,429.00
2-1287-461-20-380-002-3- 212	TEXAS CITRUS MUTUAL -	LIFE INSURANCE	15.75
2-1287-461-20-380-002-3- 220	TEXAS CITRUS MUTUAL -	FICA	1,517.25
2-1287-461-20-380-002-3- 230	TEXAS CITRUS MUTUAL -	RETIREMENT	1,973.42
2-1287-461-20-380-002-3- 250	TEXAS CITRUS MUTUAL -	UNEMPLOYMENT COMP	99.17
2-1287-461-20-380-002-3- 583	TEXAS CITRUS MUTUAL -	Out-of-County Employee Trvl.	3,075.91
2-1287-461-20-380-002-3- 665	TEXAS CITRUS MUTUAL -	Minor Computer Equipment	1,100.00
2-1287-461-20-380-002-3- 601	TEXAS CITRUS MUTUAL -	Office & Computer Supplies	2,895.00
2-1287-461-20-380-002-3- 661	TEXAS CITRUS MUTUAL -	Minor Offfice Furniture & Equip	1,129.00
2-1287-461-20-380-002-3- 584	TEXAS CITRUS MUTUAL -	Regitration Fees	300.00
2-1287-461-20-380-002-3- 550	TEXAS CITRUS MUTUAL -	Printing and Binding	4,295.00
2-1287-461-20-380-002-3- 603	TEXAS CITRUS MUTUAL -	Educational/Instruction Supp.	3,600.00
2-1287-461-20-380-002-3- 442	TEXAS CITRUS MUTUAL -	Rental of Equip. & Vehicles	450.00
2-1287-461-20-380-002-3- 679	TEXAS CITRUS MUTUAL -	Repair & Maintenance Supp.	465.00
	TOTAL APPROPRIATION		46,000.00
2-1287-331-12-380-002-3- 000	TEXAS CITRUS MUTUAL - REVENUES		46,000.00
	TOTAL REVENUES		46,000.00
		TOTAL BUDGET INCREASE (DECREASE)	46,000.00

REASON: Appropriation of funds for the Texas Citrus Mutual grant in the amount of $46,000.00. Grant period 09/01/2012 to 03/31/13.

Barbara Storz 9/20/12

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

9/ /

DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 18, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 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 United States Department of Agriculture through Texas Citrus Mutual, Inc. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$46,000.00	Award No. 12-8448-1530-CA Hidalgo County Agrilife Extension

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/19/12
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-34388 **Comm. Court Executive Office 6. E.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on rescheduling/cancelling of the Commissioners' Court Meeting of October 2, 2012 due to court members attending the 90th Annual Co. Judges & Commissioners Conference in San Marcos, Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal Impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 09:18 AM
Erika Zamora	Erika Zamora	09/21/2012 04:33 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/21/2012 09:14 AM

Final Approval Date: 09/21/2012

AI-34395 **Comm. Court Executive Office 6. F.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by American Legion Post 408 to use the courthouse square parking lot for the Veteran's Day Parade to be held on Saturday, November 3, 2012 (8-11am)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 01:14 PM
Erika Zamora	Erika Zamora	09/21/2012 04:27 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/21/2012

Final Approval Date: 09/21/2012

September 17, 2012

To: Ramon Garcia,

Hidalgo County Judge,

1615 S. Closner Suite J.

Edinburg, TX 78539

Subject: Veteran's Day Parade (East Parking Lot, County Courthouse)

Judge, the American Legion (Freddy Gonzalez) Post 408 is planning to have the annual Veteran's Parade on Saturday, November 3, 2012. It is estimated that the parade will have approximately 60 to 70 entries to include participation from all of the local schools. The parade will take place from 8:00 am to 11:00 am. and will terminate with final gathering at the Bobcat Football Stadium.

We are asking if you would allow us to use the parking lot east of the courthouse so that we can commence the parade from the town square (east lot) and exit at Bobcat Stadium. This would definitely make it a lot easier for us to coordinate and lineup the number of entries that will be participating in the parade.

We would appreciate any consideration you can give us. If you have any questions please feel free to call Commander Agustin "Gus" Garcia Sr. at 457-9681.

For God and Country, and thanking you in advance,

Sincerely,

Commander Agustin " Gus" Garcia, Sr.

American Legion Post 408

P.O Box 942

Edinburg, TX 78540

956 457-9681 Email: americanlegionpost408@gmail.com

AI-34176 **Sheriff's Office 7. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2013.

BACKGROUND

We are requesting approval of the 2013 Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2013, and are to be charged for service or two (2) attempt of service.

As per Local Government Code 118.131, fees are required to be approved/adopted by Commissioners' Court on or before October 01, 2012.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Schedule.2013

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/12/2012 03:26 PM
Budget & Management	Merlen P. Munoz	09/12/2012 04:40 PM
Manuel Chapa	Manuel Chapa	09/13/2012 10:30 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Emilia Uriegas Started On: 09/12/2012 02:22 PM

Final Approval Date: 09/21/2012

AI-34131 **7. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Local Border Security Program FY 10/11 (LBSP-11) (1284):
Authorization and approval to accept an extension for the Local Border Security Program FY 10/11 (LBSP-11) (New termination date is 12/31/12).

BACKGROUND

Grant Number: LBSP-110001 (Prior termination date 8/31/12).

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-421-00-280-080-1-XXX

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

BUDGETARY IMPACT:

New termination date is 12/31/12.
No monetary impact.

Attachments

GAN

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/10/2012 11:03 AM
Budget & Management	Merlen P. Munoz	09/10/2012 02:10 PM
Manuel Chapa	Manuel Chapa	09/13/2012 01:37 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/10/2012 10:16 AM

Final Approval Date: 09/21/2012

GRANT ADJUSTMENT NOTICE

TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY10/11 (LBSP-11)
Funding Instrument:	General Appropriations Act, Rider 52, 81st Legislation
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Ranger Grant Number:	LBSP-110001
Recipient:	Texas Border Sherriff's Coalition
Amount of Grant:	$ 4,135,981.26 (Total Grant Amount)
Period of Grant:	April 1, 2011 through **December 31, 2012**
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☒ **Performance Period Date Change**
Grant Adjustment #:	Grant Number: LBSP-110001 GAN #2

AGENCY APPROVAL
Kirby Dendy Chief, Texas Rangers Division
Date: 08/31/2012

AI-34411 **Health & Human Services Dept. 8. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Dina R. Trevino **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and direction on 1115 Anchor Entity Waiver to be funded from General Fund - Fund Balance.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Merlen P. Munoz Started On: 09/21/2012 04:52 PM

Final Approval Date: 09/21/2012

AI-34204 **Emergency Management 9. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action regarding approval to apply and submit for the Hazard Mitigation Grant Program/Texas State Shelter Initiative on behalf of the La Joya Independent School District with the authority for the County Judge to sign the required documentation.

BACKGROUND

Commissioner Precinct 3 was granted approval from Commissioners Court (AI-25672, 3/15/11), to partner with the La Joya Independent School District for this project.

The Hidalgo County Judge's Office on behalf of Precinct 3 Commissioner Joe Flores, is requesting authorization to apply for a Hazard Mitigation Grant/Texas Safe Shelter Initiative Program on behalf of the La Joya Independent School District. It would allow for construction of a concrete, domed shelter that would serve as a multipurpose community center and safe room for residents to protect themselves from hurricanes and tornadoes.

The Texas Division of Emergency Management has the opportunity to help local jurisdictions build a community safe room for their citizens with Medical or other Special Needs. This grant program will reimburse up to 75% of the cost to construct a 5,000 square foot to 20,000 square foot facility that doubles as a community safe room. Having a community safe room nearby could prevent the evacuation of some of the MSN patients' during a hurricane or tornado.

Hidalgo County will be applying on behalf of the La Joya School District. The school district will be responsible for the 25%, or more, of the cost share as required by the state as well as the maintenance of the safe room. The county will not be responsible for any costs of the community shelter.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Federal Assistance: $1,800,000.00
La Joya Share: $600,000.00

Estimated Total Funding: $2,400,000.00

Attachments

application
Handbook
Cost Estimate

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 10:18 AM
Roland Garcia	Rolando Garcia	09/21/2012 05:07 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: SANDRA DELEON Started On: 09/13/2012 09:24 AM

Final Approval Date: 09/21/2012

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION:		**3. DATE RECEIVED BY STATE**	State Application Identifier
Application	Pre-application		
☑ **Construction**	☐ **Construction**	**4. DATE RECEIVED BY FEDERAL AGENCY**	Federal Identifier
☐ **Non-Construction**	☐ **Non-Construction**		

5. APPLICANT INFORMATION

Legal Name: Hidalgo County	**Organizational Unit:** Department: Hidalgo County Judge's Office
Organizational DUNS: 103110834	Division: Commissioner Precinct 3/ Emergency Management
Address: Street: 1615 S. Closner, Ste. J	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: / First Name: Belinda
City: Edinburg	Middle Name
County: Hidalgo	Last Name: Alvarez
State: Texas / Zip Code: 78539	Suffix:
Country: United States	Email: belinda.alvarez@co.hidalgo.tx.us
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: 74-6007177	Phone Number (give area code): 956-318-2615 / Fax Number (give area code): 956-289-7889

8. TYPE OF APPLICATION: ☐ **New** ☐ **Continuation** ☑ **Revision** If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) A A Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) County Other (specify)
	9. NAME OF FEDERAL AGENCY: FEMA
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 97.039 TITLE (Name of Program): Hazard Mitigation Grant	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:** TSSI Grant- Construction of a dome structure to be used as a community safe room for protection from hurricanes and tornadoes.
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Hidalgo County	
13. PROPOSED PROJECT Start Date: Upon Approval / Ending Date: 2 years from approval	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant 15 / b. Project 15

15. ESTIMATED FUNDING:		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**	
a. Federal	$ 1,800,000.00	a. Yes. ☐	THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$ 600,000.00	b. No. ☑	PROGRAM IS NOT COVERED BY E. O. 12372
c. State	$ .00	☐	OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local	$ .00		
e. Other	$ .00		
f. Program Income	$ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**	
g. TOTAL	$ 2,400,000.00	☐ Yes If "Yes" attach an explanation.	☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Honorable	First Name: Ramon	Middle Name
Last Name: Garcia		Suffix
b. Title: Hidalgo County Judge		c. Telephone Number (give area code): 956-318-2600
d. Signature of Authorized Representative		e. Date Signed

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
Expires July 31, 2007

FOR FY _____	CA FOR (Name of Recipient) Hidalgo County

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

An applicant must check each item that they are certifying to:

Part I ☑ FEMA Form 20-16A, Assurances-Nonconstruction Programs

Part II ☑ FEMA Form 20-16B, Assurances-Construction Programs

Part III ☑ FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Part IV ☐ SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Honorable Ramon Garcia
Typed Name of Authorized Representative

Hidalgo CountyJudge
Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**

U.S DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B. No. 1660-0025
Expires July 31, 2007

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NOTE:
Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

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

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

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

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

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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

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

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

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

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

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

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

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

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

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

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

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

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

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

ASSURANCES-CONSTRUCTION PROGRAM

O.M.B. No. 1660-0025
Expires July 31, 2007

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NOTE"
Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

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

2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.

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

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

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

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

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

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

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

10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statues(s) which may apply to the application.

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

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

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.

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

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

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

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

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

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped,' Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

O.M.B. No. 1660-0025
Expires July 31, 2007

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants),." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT,SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public 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 otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;
(a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convections;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

3901 N. La Homa Road,Mission TX78572

Check ☐ If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

State of Texas Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. An attempt has been made below to list major state and federal assurances. Generally, not all of these assurances will be required for any one grant. However, it is the applicant's responsibility to ensure that all assurances required by the awarding agency are submitted.

The legal instrument for awarding state funds must be consistent with the standards prescribed herein; however, these standard conditions or assurances may be incorporated into contracts or grant agreements by reference rather than by being reproduced in their entirety.

(1) A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing bodyor to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) A subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions. and specifications are met. (See Section ____.36 for additional guidance on contract provisions.)

(8) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (10).

(10) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (13).

(11) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(12) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (12).

(13) Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) Subgrantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurances number (15).

(17) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (16).

(18) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (17).

(19) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(20) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (9).

(21) Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Signature of Mayor, Judge, or Executive Director

Date

Honorable Judge Ramon Garcia

Printed Name of above Authorized Official

FLOODPLAIN MANAGER FORM
For
HAZARD MITIGATION GRANT

Date

Subgrantee: Hidalgo County
Local Government or eligible Agency/Organization

Hazard Mitigation Grant Program (HMGP) Project Number: _____
Pre-Disaster Mitigation Program (PDM) Project Number: _____

The designated Floodplain Manager for this project application is as follows:

	Floodplain Manager
Name	Godfrey Garza, Jr.
Organization	Hidalgo County Drainage District Number 1
Official Position	Hidalgo County Flood Plain Manager
Mailing Address	900 N. Doolittle
City, State, Zip	Edinburg, TX 78542
Daytime Phone	956-292-7080
Cell Number	956-227-3623
Fax Number	956-292-7089
Email	g.g@hcdd1.org
	Certified Floodplain Manager (CFM) Information
CFM Certification Number	0695-05N
If not a CFM – enter the date of attendance for:	
CFM - 1 Week Course	
Floodplain 101	
The designated Floodplain Manager is authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas matters pertaining to floodplain issues for this grant.	

_____ _____
Signature of Mayor, Judge, or Executive Director Date

Honorable Judge Ramon Garcia
Printed Name of above Authorized Official

The Texas Safe Shelter Initiative (TSSI)

Community Safe Room Construction Project

Synopsis Statement

This is a request for Hazard Mitigation Grant Funds to develop a monolithic, thin-shelled, concrete dome shelter that will meet the Federal Emergency Management Agency's standard of near-absolute protection from hurricanes and tornadoes to protect citizens of Hidalgo County, Texas. Hidalgo County is working to develop the proposed community disaster safe room, which will also serve as a gymnasium. The proposed dome structure will provide safe shelter for citizens with Special Needs and Medical Special Needs. The state evacuation plan for this county has a shortfall in this category of evacuee, available ambulances are insufficient to transport the number of people given typical notification times. While this is not a general populatin safe room during hurricanes, it will be available to the general population during tornado events. The project will be constructed on sthe site of an existing parking lot at **3901 N. LaHoma Road, (Latitued 26.232674°) Mission, Texas 78572**. The development of the community disaster safe room is a cost-effective solution, resluting in a Benefit-Cost Ratio of 1.62 to 1. See overhead view on following page.

PROJECT OFFICER DESIGNATION
For
HAZARD MITIGATION GRANT

3/15/2011

Date

Subgrantee: Hidalgo County

Local Government or eligible Agency/Organization

Hazard Mitigation Grant Program (HMGP) Project Number: _____
Pre-Disaster Mitigation Program (PDM) Project Number: _____

I designate my Project Officer for this grant as follows:

Primary Project Officer	Secondary Project Officer
Name Belinda Alvarez	Name Daniel Garza
Organization Hidalgo County Emergency Management	Organization La Joya Independent School District
Official Position Deputy EMC	Official Position District Facility Director
Mailing Address 1615 S. Closner, Ste. G	Mailing Address 201 East Expressway US 83
City, State, Zip Edinburg, TX 78539	City, State, Zip La Joya, TX 78560
Daytime Phone 956-318-2615 Cell 956-720-2165	Daytime Phone 956-580-5000 Cell 956-821-8900
Fax Number 956-289-7889	Fax Number 956-580-8890
Email (Enter in the space below.)	Email (Enter in the space below)
belinda.alvarez@co.hidalgo.tx.us	d.garza9@lajoyaisd.net
The above Primary and Secondary Project Officers are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Designated Project Officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas for all matters pertaining to this grant, and will serve as the single point of contact with the designated State Project Officer.	

_____ _____
Signature of Mayor, Judge, or Executive Director Date

Honorable Ramon Garcia
Printed Name of above Authorized Official

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

MAINTENANCE AGREEMENT

This letter certifies that La Joya Independent School District will be responsible for the maintenance of the Community Hurricane Safe Room upon its completion.

_____
Ramon Garcia
Hidalgo County Judge

_____
Date

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

NFIP CERTIFICATION LETTER

This letter certifies that Hidalgo County participates in the National Flood Insurance Program (NFIP) and that the requirements of the management ordinance will be implemented regarding the La Joya Independent School District Community Hurricane Safe Room Construction Project.

_____

Ramon Garcia
Hidalgo County Judge

_____

Date

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

COST SHARE CERTIFICATE

I certify that Hidalgo County will partner with the La Joya Independent School District, who will cover the 25%, or more, of the cost share for the La Joya ISD Community Safe Room

_____

Ramon Garcia
Hidalgo County Judge

_____

Date

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

ENVIRONMENTAL JUSTICE STATEMENT

I certify the following:

1. Low income and minority people live in Hidalgo County.

2. The proposed construction of a dome based structure to serve as a multi-purpose community center and a disaster safe room will benefit people living in Hidalgo County and will have no adverse impact on low income and minority populations.

3. There are no actions necessary to insure environmental justice for low income and minority populations.

_____

Ramon Garcia
Hidalgo County Judge

_____

Date

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

STATE OF TEXAS

HAZARD MITIGATION GRANT PROGRAM

TEXAS Safe Shelter Initiative

(TSSI)

PROGRAM HANDBOOK

For Local Jurisdictions

STATE OF TEXAS

Texas Safe Shelter Initiative
PROGRAM HANDBOOK

TABLE OF CONTENTS

PAGE

INTRODUCTION 4

PRE-AWARD 4

POST-AWARD & CONSTRUCTION 5

COMPLETION & CLOSEOUT 7

OPERATION 7

APPENDIX A – Q&A FROM 1-11-11 CALL 8

APPENDIX B – PREVIOUSLY DISTRIBUTED FAQs 11

APPENDIX C – ORIGINAL ANNOUNCEMENT 13

TEXAS SAFE SHELTER INITIATIVE
PROGRAM HANDBOOK

1. INTRODUCTION:

The State of Texas is vulnerable to major coastal tropical cyclone weather events that spawn numerous tornadoes, as well as hurricane force winds, that can reach 200 miles per hour sustained wind speeds. While these windstorm events create massive losses to private and public property, the most important issue is the larger threat of death and bodily injury to unprotected citizens.

The Texas Division of Emergency Management has an opportunity to help local jurisdictions build a community safe room for their citizens with Medical or other Special Needs (MSN). This grant program will reimburse communities up to 75% of the cost to construct a 5,000 square foot (sf.) to 20,000 sf. facility that doubles as a community safe room. Having a community safe room located nearby could prevent the evacuation of some of the MSN patients during a hurricane or tornado.

Because we are nearing the award phase of the project the State has created this handbook to assist the jurisdiction with the implementation, construction, completion, successful closeout, and operation of these shelters.

2. Pre-Award:

- The State's Role –
    - A State Project Officer will be assigned to each community to complete the grant application.
    - Provide assistance throughout the grant process.
    - State will establish a forum to share lessons learned as the projects progress.
- Applicant's Role –
    - Provide funding for structure's secondary use.
    - Future maintenance and utilities.
    - Contracting for construction.
- If this is <u>not</u> being built on city property – perhaps it is a school – and the city is applying on behalf of another entity you must make sure your purchasing agreement allows for that third party to contract on your behalf. Normally, pass-through sub-grantees will need to amend their procurement by-laws to include the

following verbiage. This amendment commonly requires action by city council or county commissioner's court. It should be accomplished before publishing any bid packages, making any contractor selections, or making payment requests. Either a permanent change to procurement procedures or a project specific MOA is acceptable.

> "Whenever procuring goods or services, principally for delivery on school property, the city/county shall automatically select the school district as the prime contractor for those goods or services without going through the city/counties normal bid process and the school district is not subject to the normal bonding requirement; however, management fees to the school district are capped at the level of funding originally requested for that project, are limited to reimbursement of expenses incurred, and are payable as indicated in the project approval."

3. Post-Award & Construction:

- The grant requires a peer review oversight by a 3rd party architect. If the applicant has someone who can perform this it may be applied to the grant as a form of cost match (towards the applicant's 25%). Otherwise the State will provide this free of charge using funds set aside for this purpose.

- Emergency showers of some kind are required for hurricane shelters, and FEMA will not allow them as a cost to the grant. They do not necessarily have to be permanent, or even on site, but they are required. Many options exist including installing permanent showers in the restrooms, purchasing portable showers and storing them on site, planning to use an already purchased set of offsite portable showers and *detailing in the operations plan specifically how they will get to the shelter in the event of an emergency*, or even contracting to receive a delivery of portable showers post-disaster.

- Windows and doors – Regardless of what some may claim, there are no windows or glass doors that meet the missile penetration requirements. If you wish to install windows be aware that you will have to use robust glass, and install shutters on the outside. As to doors – we highly encourage at least one entrance that can accommodate a vehicle. This is achievable in three ways: the first is a double roll down door, with the first meeting missile penetration and the second being insulated; the second is a similar setup with a double slide door setup; the third is a set of high double doors in which the middle post can be removed to allow a car to pass.

- While local codes may not specify battery powered emergency lighting for structures equipped with generators emergency lighting is also required in case of just such an event.

- Some of the greatest concert halls in the world have domed ceilings. However, un-remediated, a bare concrete dome has really horrible acoustics. Applicants should budget a modest amount for acoustic remediation. All vertical concrete walls should have a sound deadening covering of some sort, and applicants should consider a distributed speaker system rather than a centralized one. Acoustic remediation is not required for life/safety and as such is not a reimbursable expense.

- HMGP grants are not subject to the Davis-Bacon wage rates.

    - Allowable costs for reimbursement:

        - Basic Dome and Superstructure, with brick veneer
        - HVAC
        - Plumbing
        - Electrical
        - Emergency Generator
        - Handicapped Parking, Sidewalks, Curbing and Railing
        - Force Account Labor Summaries (soft match)

    - Un-Allowable Costs:

        - Floor Treatments
        - Wall Treatments
        - Acoustic Remediation
        - General Population Parking
        - Public Address System
        - Bleachers / Seating
        - Kitchens / Showers

4. Completion & Closeout:

- We will require a certificate of occupancy that states that the building complies with all local codes, and has the maximum occupancy denoted on it.

- We will require an Elevation Certificate showing that the structure is at least 24 ft. mean sea level (MSL) or above the 500 year water surface elevation.

- As part of the closeout procedures, the applicant will need to modify the general deed for the property address involved to contain the following language. "The property owner will provide the windproof structure on this parcel, containing approximately xxxxxx square of space, to the citizens of CCCC County, to be used as a tornado or hurricane shelter, as demanded by the County Judge, in accordance with the authorized shelter operations plan. This restriction will expire MM/DD/YYYY". The date of the restriction is 24 years from the date on the certificate of occupancy.

5. Operation:

The presence of FEMA funding to build the original structure does not obligate the jurisdiction to accept future State mission assignments for sheltering. It also has no bearing on asset assignment; IF you accept a State mission assignment, then it is likely (but not certain) that you will receive State assets to assist with that mission. This is no different than the current procedures. Due to their exposed location, the State has no plans to offer mission assignments for sheltering any adjacent jurisdictions evacuees; applicants should plan to use the structures to meet their own needs. Should a non-regional threat occur (example, massive evacuations from St. Louis due to severe earthquake), the State may offer mission assignments for sheltering, but jurisdictions will be free to choose to accept or decline. Shelter Operation Costs for these structures are reimbursable either when done as a State mission assignment or as a Cat B Public Assistance project.

Appendix A: Q&A from the 1-11-11 Conference Call

Q1. Can the land be used as part or the entire 25% match?

A1. No – FEMA does not allow this. Matches can be hard, soft, or a combination.

Q2. Can a Mayor, Judges, EMC salary be used as a match?

A2. Any salaries which are partially or wholly funded with federal funds cannot be used for match.

Q3. Is there flexibility on the type of generator installed?

A3. Yes, the state would prefer to see a natural gas generator. Another good option is LNG. Diesel is acceptable, but will have maintenance and emergency refill issues.

Q4. Is acceptable elevation based on concrete floor? Can building be on fill?

A4. Elevation is based on concrete floor. Fill is acceptable within reason; this would have to be discussed with TDEM. Elevation on piers will not be accepted.

Q5. Can we use folding partitions in the cleared space to optimize secondary use?

A5. Yes – as long as they can be easily cleared to create the 80% required open flooring.

Q6. Can the sewer or utility upgrades be used to match?

A6. Yes, but it must not be on site and costs cannot already be spent. This match option must be included in your package.

Q7. Is parking an eligible expense?

A7. Only limited handicap parking. Any large parking lot or staging area will be at the jurisdiction's cost

Q8. Will a helipad be required since this is for medical special needs?

A8. This is not a requirement.

Q9. You mentioned sole source, but we still need to bid out the project?

A9. Yes, you will have to initiate your own bid processes. This process should not be started until you have an award letter in hand. Not costs prior to award letter will be reimbursed.

Q10. Are telecommunications eligible?

A10. Only the cabling as part of the electrical system. Anything on the end (computers, cameras, etc.) is not eligible.

Q11. What about Davis-Bacon Act accounting?

A11. Stafford Act exempts projects from the Davis-Bacon Act.

Q12. Are you paying for acoustic materials?

A12. No – it is not critical to life safety

Q13. Are engineering plans eligible if they are done prior to an award letter?

A13. No – wait until you have an award letter in hand. Only the schematic is needed for application. Detail costs will need to be in the application, but any engineering costs associated is not reimbursable.

Q14. Would removable wall partitions be reimbursable?

A14. No – not a life safety issue.

Q15. Are floor outlets eligible?

A15. Yes – outlets can be in any part of the permanent structure. Outlets in partition walls, etc. are not eligible. FNSS will require emergency power to outlets not just HVAC or lights, so factor this into costs.

.

Appendix B: Previously Distributed FAQ

The current State Shelter Operations plan makes no mention of these structures; thus operation of these structures will not be in conformance with the current State plan. Some jurisdictions have questioned if FEMA will reimburse shelter costs because of this. We have researched this question and can report definitively: Shelter Operation Costs for these structures are reimbursable either when done as a State mission assignment or as a Cat B Public Assistance project.

A follow-on question has been: if we accept the funding, will we automatically get State assets (shelter team) when the structure is used as a shelter and must I accept a State mission assignment for shelter operation? The answer is no; the presence of FEMA funding to build the original structure does not obligate the jurisdiction to accept future State mission assignments for sheltering. It also has no bearing on asset assignment; IF you accept a State mission assignment, then it is likely (but not certain) that you will receive State assets to assist with that mission. This is no different than the current procedures. Due to their exposed location, the State has no plans to offer mission assignments for sheltering any adjacent jurisdictions evacuees; applicants should plan to use the structures to meet their own needs. Should a non-regional threat occur (example, massive evacuations from St. Louis due to severe earthquake), the State may offer mission assignments for sheltering, but jurisdictions will be free to choose to accept or decline.

What are my legal liabilities to a private lease-holder in the event an event must be cancelled on short notice when the structure must be placed into service as a shelter? There is long legal precedent for this, a simple clause in the facility contract forces the potential lease holder to acknowledge there is some chance their event could be cancelled due to the needs of the community and that they have no legal recourse if this happens. A copy of the lease contract used by an existing Shelter/Event Center in East Texas can be provided.

I would like to put in permanent/movable/semi-permanent partitions. Can I do this? Yes, but FEMA won't pay for them. FEMA will pay for a shell, but anything related to the secondary use (office space, classrooms, etc.) is not an allowable cost.

I need extra office space and this seems to be an opportune moment to build some. Am I allowed to build onto the outside of this structure at local expense? Yes, and the attachments would not be required to meet the same wind codes that the FEMA structure will meet. There will have to be a closable partition between them (sliding door or the like) that meets the wind codes so that if your offices blow away the structures integrity will be maintained.

No pets left behind: What is the deal with that? Pets are as much a part of our families as dear old Mee-maw and Pap-pap, but unfortunately some people are violently allergic to them. FEMA recognizes that if their pets are not protected many people (up to 60% of pet owners) would not seek shelter. For this reason a separate windproof structure or addition outside the main shelter is an allowable cost in the grant. You as a jurisdiction are **not ever** required to shelter animals. This

is entirely at your discretion. Likewise, it is at your discretion what type of animals to shelter. A majority of us stick to dogs and cats, but lord knows there are people with "exotic" pets out there and this will be a decision point. Rufus' beloved pet ostrich may need to be excluded from the animal shelter. This is intended only to open sheltering to the greatest number of people possible, but it is NOT a requirement.

My local sewage/electricity/drainage etc. is no good/doesn't extend to the area but this is where we want to put the shelter. What can I do? We are not offering free upgrades willy nilly, but these are allowable costs in the grant. If the infrastructure in place needs to be modified be sure to tell your project officer in the beginning, as we will not be able to go back later and add money in. At that point the project will be dropped for a change in scope.

These are all domes and they seem to be pretty cut and dry, why do I have to hire an architect? So that you as a jurisdiction own title to the building. If we did it for you then the State would own it, and nobody wants that.

What is the timeline to completion? You will have 2 years to complete the project. As a reference though the one we recently built took only one year.

We require all our buildings to have sprinklers, is this allowable? Any local building codes must be adhered to for the project. If you require sprinklers, then we require sprinklers.

And lastly – and most importantly – who do I need to let in, and when? You decide. Your shelter operations plan will be modeled after FEMA 361 chapter 9. That is the only requirement. What triggers a sheltering operation, when a sheltering operation is triggered, who will be let in: all of these things are your local decision. These are not intended to be catch-all shelters. When the storm is a-blowin' mandatory evacuations will still be issued and people will still be expected to leave. These are intended to be shelters of last resort.

Appendix C: Originally Distributed Handout

Program Description

The Texas Community Tornado Safe Room program is a 25% local/75% federal reimbursable match grant for producing new community tornado and coastal hurricane shelters. Locations below 24 ft MSL or inside the 500 year floodplain are not eligible. Local Government entities are normally eligible applicants, but in some cases, private non-profits agencies may apply.

Program Funding

Community Tornado and Hurricane shelters are funded with FEMA supplied mitigation grants; the Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM). Both of these grant programs are limited and competitive, which means that just because a city or county applies does not mean their application will be selected and funded. HMGP is funded only in the event of a federally declared disaster; the state will publish deadlines in letters to the senior elected representative in each jurisdiction. Although HMGP is available statewide, the state normally prioritizes funding to those jurisdictions most heavily impacted by the event. PDM is an annual grant; the grant window normally opens in October and closes in December of each year; the maximum federal share available under PDM is $3 million. Mitigation grant funding is only available to jurisdictions that have a FEMA approved Mitigation Action Plan and which are at the Basic level of preparedness on their Emergency Management Plan

STATE REQUIREMENTS

-No more than 20% of the building floor space can be unusable for sheltering (filled with desks,

bookshelves, or lockers.)

- Marking. The tornado safe room must be placarded on at least two exterior walls with the sign 'public tornado shelter', each placard with dimensions not less than 30" x 30" and containing an image of a tornado. Structures within 120 miles of the coast will have a dual role as hurricane shelters have an additional and similar placard requirement in the same size but with an image of a hurricane and the words 'public hurricane shelter' . Additionally, a brass plate not less than 5"x 8" must be attached with screws or bolts to the wall to the right of the main entryway at eye height. The plate must contain the following minimum information: 'FEMA funded Community Tornado/Hurricane safe room, with funds from DR-XXXX, Year Constructed YYYY, Design Wind ZZZ. A larger, more ornate, placard elsewhere in the building can be used to meet this requirement as long as it contains the minimum information.

-Selected location must be outside the 500 year floodplain and more than 24 feet above sea level.

-Full plans & specs with a raised engineers seal must be sent to the state prior to starting construction.

-For stand-alone safe rooms larger than 1200 sf, a generator large enough to provide the covered space with power and environmental needs. (with justification, this may be waived)

- A certificate of occupancy and an elevation certificate are required attachments to the completion certificate.

-The State will re-inspect federally funded shelters approximately every three years to insure the 20% un-usable space requirement is being maintained.

Additional Information and Assistance

If you have additional questions, please contact the State Project Officer, Ms. Hildy Soper of the State Mitigation Section at (512) 424-2454 or hildy.soper@txdps.state.tx.us.

Sincerely,

Gregory F. Pekar

State Hazard Mitigation Officer

Cost Estimate

The costs to complete the multi-purpose community center and safe room for Hidalgo County are as follows:

Cost Estimate	
Permits & Fees	$27,240.00
Site work	$152,800.00
Construction of Structure	$2,079,859.00
Engineering/Professional Fees	$140,101.00
Total	$2,400,000.00

Cost estimates that are done in preliminary stages of a project are figured from past and present projects of similar size. Standard fees are percentages of project costs and a normal procedure of preliminary cost estimate has proven to be acceptable measure of expected cost. Unit cost of only eligible expenses is included on the budget sheet.

La Joya
Independent School District
Superintendent of Schools
201 E. Expressway 83, La Joya, TX 78560

Board of Trustees
Arnoldo Ochoa, *President*
Juan "JJ" Pena, Jr., *Vice-President*
Narciso Solis, *Secretary*
Johnn Valente Alaniz, *Member*
Esperanza "Espie" Ochoa, *Member*
Isaac V. Sulemana, *Member*
Irene M. Garcia, Member

September 13, 2012

Hidalgo County
Office of the County Judge
PO Box 1356
Edinburg, Texas 78540
956-318-2600

Dear Honorable Judge Ramon Garcia,

On March 2, 2011, La Joya ISD Board of Trustees approved the participation in the Texas Safe Shelter Initiative. Our district is aware of the county applying for the Hazard Mitigation Grant on our behalf. This letter is our statement claiming full responsibility for the 25% match of dollar requirement of this grant.

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

Respectfully submitted,

Alda Benavides

Dr. Alda T. Benavides
Superintendent of Schools

AI-34311 **IT Department 10. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

County Clerk:
Authorization to purchase wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 (Requisition # 222222) with awarded vendor VERIZON WIRELESS for the following:

Employee Name:	Employee ID:	Description:	Plan Cost:	Equipment Cost:
Office Use	N/A	MIFI 4510L 4G	Unlimited Mobile Broadband Plan $37.99 + $5.00 = $42.99 X 4 months = $172.00	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-40-180-001-0-532

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

BUDGETARY IMPACT:

Funds available as of 09/20/2012, refer to Req #00222222.

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 09:17 AM
Sylvia Solis	Sylvia Solis	09/20/2012 02:42 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Griselda Salazar Started On: 09/18/2012 01:03 PM

Final Approval Date: 09/21/2012

Requisition

Req # 00222222

PO #

Date: 08/30/12

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: RENE PEREZ
956-318-2100

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779		
		DO NOT DUPLICATE ORDER		
4.00	MONTH	CO NEW DATA CARD SERVICE WITH VERIZON WIRELESS - FOR USE BY HIDALGO COUNTY CLERK'S OFFICE	43.00	172.00
		Account No	Encumbrance	
		2-1100-415-40-180-001-0-532	172.00	
			Freight	.00
			Total	172.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: County Clerk's Dept#: 180

Quantity: 1

Service: $ 43 /mo (x) 4 months = $172 Account: 2-1100-415-40-180-001-0532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total: 172.00 **Requisition Number:** 222222

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Annette C. Muñiz	8/31/2012
	Print Name	Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: new service-Unlimited Data Plan

Commissioner's Court Action: **Commissioner's Court Date:** 10/2/12

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-34180 **Urban County 11. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Ester Gonzalez -Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting consideration and approval of Hidalgo County's 2012 Guidelines for the Colonia Self-Help Center (SHC) Program for the following activities: Housing Assistance Program, Rehabilitation/Reconstruction/New Construction, Tool Lending Library, and Colonia SHC Home Repairs.

BACKGROUND

Urban County Program is requesting approval of the 2012 SHC Guidelines for the SHC Program. The guidelines include the program objectives, housing activities, property eligibility, condition requirements, improvements, thresholds, selection of applicants, and other requirements provided for the implementation and administration of a successful Colonia SHC Program. Please see attached 2012 Guidelines.

Attachments

2012 Guidelines SHC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 04:56 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Mary Flores Started On: 09/12/2012 02:46 PM

Final Approval Date: 09/21/2012

HIDALGO COUNTY

GUIDELINES FOR HIDALGO COLONIA SELF-HELP CENTER (SHC)

COLONIA HOUSING ASSISTANCE PROGRAM

RESIDENTIAL REHABILITATION/RECONSTRUCTION/NEW CONSTRUCTION/SMALL HOME REPAIR

I. INTRODUCTION

Hidalgo County ("the County") has received Colonia Self-Help Center Program (SHC) funds administered by the Texas Department of Housing and Community Affairs ("Department"), to provide a Residential Rehabilitation, Reconstruction, New Construction and/or Small Home Repair assistance program herein referred as the Colonia Housing Assistance Program (CHAP). The program will be directed to very low, low, and moderate income ("LMI") homeowners and their immediate family (spouse, parents, dependent children/grandchildren) who reside in the same housing unit, located within the boundaries of the five designated colonia areas identified in the County's contract: El Charro Subdivision #2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision I (East of FM 491), and Indian Hill Subdivision II (West side of FM 491). The assisted homeowners and other unassisted applicants for housing assistance are herein referred to as "applicants."

Hidalgo County Urban County Program, Self Help Center Coordinator, herein referred to as the "SHC Coordinator", has been appointed by the County to administer the program and can be reached at:

1916 Tesoro Blvd.
Pharr, TX 78577
956-787-8127

_____, Non-profit employee, herein referred to as the "CHAP Coordinator", has been appointed by the County to administer the program and can be reached at:

_____
_____
_____

II. PROGRAM OBJECTIVES

The following objectives are provided for the implementation and administration of a successful CHAP.

A. The primary objective of the CHAP is to provide decent, safe, and affordable housing for LMI applicant homeowners. This may be accomplished through small home repairs, residential rehabilitation, new construction or reconstruction. Residential rehabilitation must bring substandard, single family dwelling into in compliance with HUD's Section 8 Existing Housing Quality Standards ("HQS"). Small Home Repair must bring the portion of the home repaired to HQS. Homes built through reconstruction and new construction methods must meet, at a minimum, 2006 International Residential Code.

1. The CHAP Coordinator will be the designated authority to administer the assistance components of the program, i.e., to take applications, verify eligibility, schedule inspections with a Texas Real Estate Commission (TREC) licensed inspector, coordinate and review work write ups and cost estimates, prepare bidding documents (if any), and conduct progress inspections for submission of Payment Requests (draw downs).
2. The SHC Coordinator will oversee all non-profit activities and have final decision making authority on applicant eligibility.
3. The CHAP will be operated in accordance with all the applicable rules and regulations of the County and the Department.

III. ASSISTED HOMEOWNER ELIGIBILITY – THRESHOLDS

The following are threshold requirements, which must be met for an applicant to be eligible for assistance. Eligibility does not assure funding, since it is expected that there will be more eligible applicants than can be served with available funds.

A. **Income Eligibility.** The income limits to be utilized for the CHAP are the current income limits for LMI households established yearly by HUD for the Section 8 Housing Program. Income guidelines may change with accordance to HUD section 8 Housing Program. Household eligibility will be 80% or below LMI.

HIDALGO COUNTY - 2012 INCOME LIMITS

Family Size	1	2	3	4	5	6	7	8
30% Very Low Income	10,400	11,850	13,350	14,800	16,000	17,200	18,400	19.550
50% Low income	17,300	19,750	22,200	24,650	26,650	28,600	30,600	32,550
80% Moderate Income	27,650	31,600	35550	39450	42,650	45,800	48,950	52,100

B. **Proof of Ownership.** The applicant must be an individual (and/or spouse) who owns and occupies a single-family residential unit within the targeted colonias identified in the County's contract. Ownership can be documented as follows:

1. possesses a valid deed of trust or mortgage deed which has been filed for record with the County Clerk's office and which included reasonable rights of redemption and quiet and peaceful possession of the property as determined by the CHAP Coordinator;

2. possesses a life estate, which has been filed for record at the County Clerk's office;

3. Maintains a 99-year leasehold interest in the property; or,

4. possesses a fee simple title to the property,

5. Contract for deeds must be converted into a traditional mortgage and have title to the property prior to being assisted under the CHAP.

C. **Length of Ownership:** The unit must be the applicant's principal residence for at least two (2) years prior to application date. Homeownership verification may include but not limited to payment history on utilities, phone bills, school records or tax statements.

D. **Property Taxes:** Applicant must furnish evidence that all property taxes assessed on the property proposed for assistance have been paid prior to the award of the assistance, or the property owner qualified for and received a tax deferral as allowed by law under Section 33.06 of the Texas Property Tax Code.

An applicant who is meeting the term of a repayment plan, may only participate in the Small Home Repair program.

E. **Insurance**

1. Under the CHAP, a fire and hazard insurance must be provided to assisted homeowners. The coverage policy shall be for one year and shall commence at completion of residential rehabilitation/reconstruction/new construction. Fire and hazard insurance will be purchased on behalf of the assisted homeowner by the CHAP using Colonia SHC funds. Funds to provide insurance coverage for years after the one year term will be the responsibility of the homeowner.

2. If the unit is located in a flood hazard area, flood insurance must be in effect for the duration of one year. Flood insurance will be purchased on behalf of the assisted homeowner by the CHAP using Colonia SHC funds. The term of the policy shall be for up to one year. Funds to

provide insurance coverage for years after the one year term will be the responsibility of the homeowner.

3. No insurance is required for the Small Home Repair program.

IV. PROPERTY ELIGIBILITY

A. Unit Characteristics

1. Only single-family units will be eligible for housing assistance. A family is defined as one or more other persons living in the same household who are immediate family. Immediate family members are considered to be spouses, parents, children, and grandchildren.

2. Manufactured homes will not be rehabilitated under the C HAP.

3. Residential rehabilitation costs that exceed $20,000 will require reconstruction. If reconstruction funds are not available, the County will exercise the right to walk away.

4. Reconstruction of a housing unit will consist of the demolition and replacement of a home that will meet only the current needs of the family or individual.

5. Reconstruction of a manufactured home will consist of a replacement manufactured home.

6. New Construction is the construction of a new single residential unit.

7. Small Home Repair is rehabilitation not exceeding $4,000 and items repaired are prioritized through the TREC preliminary inspection report.

B. Location

Units must be located within the 5 targeted colonias identified in the SHC contract.

V. CONDITION REQUIREMENTS

A. Upon completion of the residential rehabilitation, units must comply minimally with HQS.

B. "Suitable for Residential Rehabilitation" is defined as a unit occupied by LMI which can be brought up to HQS with a Colonia SHC investment not to exceed $20,000.

C. "Unsuitable for Residential Rehabilitation" is defined as a residential unit which has major structural conditions that were either inadequate original construction, or has failing foundation, floor, wall, ceiling, roof, and exterior systems. Systems failures or violations in electrical, plumbing, door, windows, and other building components will also be taken into consideration. The CHAP Coordinator will document specific conditions prior to the 1st inspection by a TREC licensed inspector and determine if more than fifty percent (50%) of the house must be demolished in order to comply with HQS.

VI. TYPES OF IMPROVEMENTS

A. Improvements needed to meet HQS. Cost effective energy measures are eligible improvements.

B. Improvements must be physically attached to the house and be permanent in nature (e.g., sheds or garages located separately from the house are ineligible). Eligibility of attached structures such as carports or utility rooms is based upon available funds and agreement by the Department in cases where safety of the structural integrity of the house is involved.

C. Improvements will include as necessary lead-based paint abatement, asbestos abatement, accessibility for special needs, energy efficiency or ventilation items such as ceiling fans, window screens, screen doors, and window blinds.

D. Cook stoves, refrigerators, and other necessary appliances are eligible items, but will only be considered when they are not present or the repair would not be cost effective. Such items are contingent upon availability of funds.

E. Required permits, if any, will be obtained by the awarding non-profit and/or sub-contractors (if any) at their expense and will be included as part of the bid costs.

F. Assistance will not be used for luxury items, including but not limited to barbeque pits, deck around swimming pool, equipment (used commercially or industrially, farm or dairy), exterior hot tubs, flower boxes, food mixers, freezers, garage door openers, greenhouses, irrigation systems, luxury doors, saunas, spas, or whirlpools, security systems, television satellite dishes, and other items as determined by the CHAP Coordinator. Fences may be allowed only for health and/or safety reason which can be supported with property documentation.

VII. SUPPLEMENTAL REHABILITATION IMPROVEMENTS

A. All debris, abandoned vehicles, and derelict buildings must be removed from the property prior to the start of rehab work or the moving of the house for new construction or reconstruction. The assisted homeowners will remove whatever they are physically able to remove. If assistance is needed applicants must notify the CHAP coordinator.

B. All electrical components must be inspected including service, meter, wiring, and fixtures even if no electrical work is being specified. Unsafe components must be replaced. All exposed wiring, switches, and light bulbs in living areas must be encased.

C. All homes must be equipped with a hard wired or battery operated smoke detector in conformance with the Federal Fire Prevention and Control Act of 1974.

D. A home inhabited by a person with disabilities or an elderly person must be analyzed as to the special physical needs of such persons. Improvements such as widened doorways, ramps, level entry and doorways, and grab bars in bath must be installed, if appropriate.

VIII. MAXIMUM CEILING OF HOUSING ASSISTANCE

The maximum ceiling for assistance on single housing units are as follows: residential rehabilitation $20,000, small home repair $4,000 and $50,000 for the reconstruction and new construction of a single housing unit. (All figures include the cost of demolition).

IX. HOUSING ASSITANCE

A. **Type of Assistance**: The housing assistance provided shall be in the form of a five-year deferred payment, zero-interest forgivable loan. A forgivable loan resembles a grant in that if the present owner retains the property for a specified period of years, no repayment is required. The forgivable loan is instituted through use of a promissory note. The assisted homeowner shall provide a mortgage lien through a deed of trust against the property to the CHAP in the amount stipulated on a related promissory note. Each year the assisted homeowner retains ownership and resides in the home a percentage of the amount is forgiven as if it were a grant. Assistance under the Small Home Repair program shall be in the form of a grant.

B. **Repayment Note:** If the assisted homeowner continues to occupy the home until the term of the note expires, the owner pays nothing and there

are no conditions on the disposition of the property. If the property is sold, transferred or vacated by the assisted homeowner for any single period that exceeds thirty (30) days during the five-year forgivable loan period, the repayment terms of the promissory note will be enforced except in those cases addressed in paragraph IX.C below and with the exception of migrant workers who may be out for more than 30 days due to employment. If the assisted homeowner for any reason ceases to reside in the assisted unit during the contract period, only LMI persons may reoccupy the unit until the contract is administratively closed by the Department.

C. **Accelerated Forgiveness in Certain Cases:** In the event of (1) the death, (2) relocation to a managed care facility, or (3) relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the original application, the County may forgive any remaining loan balance.

D. **Relocation Assistance:** Relocation assistance will not be provided. Participation in the CHAP by the assisted homeowners is voluntary.

X. CONFLICT OF INTEREST

A. The conflict of interest regulations contained in the Colonia SHC contract between the County and the Department prohibit local elected officials, County and colonia SHC employees, consultants and contractors who exercise functions with respect to Colonia SHC activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the Colonia SHC activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

B. For purposes of this section, "family" is defined to include parents (including mother-in-law & father-in-law), grandparents, siblings (including sister-in-law and brother-in-law, and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

XI. SELECTION OF APPLICANTS

A. **Applicant Policies**

1. The CHAP will benefit the number of very low, low, and moderate income households cited in the Colonia SHC contract unless a change is approved by the Department. Income eligibility is defined by income as computed on the most current HUD Section 8 Income Limits. Any activity carried out with Colonia SHC funds that involves rehabilitation, new construction or reconstruction of property to provide housing is considered to benefit very low, low

and moderate income persons only to the extent such housing will, upon completion, be occupied by such persons.

2. The CHAP will not benefit above moderate-income persons (up to 80% area median family income) to the exclusion of low-income persons (up to 50% area median family income).

3. The CHAP will ensure that every individual is treated with fairness and consistency. The adopted guidelines will apply equally to each applicant.

B. **Priorities for Evaluating Applicants.**

All eligible applicants will be rated based on first come first serve basis.

C. **Selection and Approval of Applicants**

1. The CHAP Coordinator will be responsible for advertising the availability of the CHAP. He/she will also be responsible for application intake.

2. Applications will be taken by face to face interviews during regular working hours until all funds are exhausted. Applicants who clearly do not qualify will be informed in writing immediately after their interview that they do not meet baseline eligibility criteria.

3. All eligible applications will be reviewed and pre-qualified by the CHAP Coordinator and then forwarded to the County for final approval.

4. All eligible applications will be reviewed and approved by SHC coordinator.

5. All eligible applicants will assist in the repairs or construction of their home. Each applicant will contribute Sweat equity hours as necessary. Persons with disabilities and/or elderly will be given sweat equity hours (if available) in the hour bank. They will have the option of having any other family member or volunteer to do the sweat equity hours for them.

D. **Income and Asset Limits**

1. The gross income of households to be benefited must not exceed 80% AMFI HUD's current Section 8 Income Limits for LMI according to household size.

2. All income will be verified from independent source documentation such as paycheck stubs for a 3 months period or a fully completed Verification of Employment Form (Fannie Mae Form 1005), certified

letter from employer(s), benefit letter from the Social Security Administration, or copies of signed income tax returns and W-2s for the preceding 2 years. Income will be verified for all members of the household.

3. Assets that can be quickly converted into cash are considered liquid assets. These include bank accounts, stocks, bonds, and mutual funds. The applicant's liquid assets will be included for income calculation purposes.

XII. CHANGE ORDERS AND COST OVERRUNS

Effort will be made to limit the number of changes made to the scope of work for each assisted unit. However, a typical rehabilitation/reconstruction/new construction contract cannot possibly cover or anticipate every contingency. For example, the initial inspection for a rehabilitation project can easily miss termite damage, which is discovered during the course of the project. This damage cannot be ignored and an alteration in the scope of work is required to take care of it. This alteration is authorized by means of a change order.

The change order form provided by the Department will be utilized to explain in writing any variation from the work write-up. It will become an addendum to the contract and will be specific with respect to the work to be performed, cost and the schedule. It can be initiated by any party to the contract, but must be formally approved by the assisted homeowner, the contractor, and the CHAP and SHC Coordinators. Department approval is required for all change orders.

Change orders can cover any sort of revision to the contract, including: adjustments in the method by which a task is to be completed; adjustments to the specifications in the work write-up; change in scheduling; additional or deleted activities.

Change order must conform to the TXCDBG requirements described in Section 5.2.5, including:

1. Sufficient grant or local funds are available to meet any increase cost;
2. The original contract price has not been increased by more than 25%:
3. All items listed on Change order were competitively procured through The original bid or TxCDBG has approved an exception; and
4. All items listed on the Change Order Comply with the TxCDBG contract including the Performance Statement and environmental review requirements.

XIII. SELECTION OF APPLICANTS, LICENSED INSPECTORS, WORK WRITE-UP, AND CONTRACTING PROCESS

A. Upon applicant eligibility, all housing rehabilitation and reconstruction activities must be inspected by an individual licensed by the Texas Real Estate Commission to perform home inspections prior to finalizing the work write-up. The licensed inspector must utilize the most current Property Inspection Report as promulgated by the Texas Real Estate Commission and all items noted on the inspection report must be corrected and repaired (with the exception of the small home repair program). Septic systems are not optional items for review under this program and must be inspected by the licensed TREC inspector. A copy of the preliminary inspection report will be provided to the assisted homeowner.

B. The CHAP Coordinator will accompany the TREC inspector on all rehab/reconstruction inspections. The CHAP Coordinator will determine the specific items to be repaired or replaced to bring the units up to HQS standards and based on the TREC inspection report for rehab projects. This list of work items will constitute the work write-up. The CHAP Coordinator will also provide cost estimates for the repairs needed under the work write up.

- For the Small Home Repair, the items with the highest safety concerns will be a priority to be corrected.

C. All work write ups must be submitted, reviewed and approved by the Department.

D. Each assisted unit if built before 1978 will be tested for the presence of lead based paint. If present, the removal of lead based paint will be considered in the costs of rehabilitation. Lead paint inspection provides two benefits: (1) the costs of abatement are considerable and must be factored into the cost estimates for rehabilitation and (2) the health risks to residents, particularly children, may be severe so any presence of lead based paint in an assisted unit, even one that is to be reconstructed, must be reported so that the residents may seek appropriate medical attention. If the rehabilitation cost is determined to exceed the budget amount per unit, the Colonia SHC will exercise its right to walk away.

E. When the work write-up has been completed and cost estimates prepared, the CHAP Coordinator will discuss the scope of work with the applicant. If the estimated cost of the work write-ups does not exceed $20,000, rehabilitation will be recommended. However, if the estimated cost exceeds the $20,000 maximum, the applicant's property will not be considered for rehabilitation. The property may be considered for reconstruction if funds are available. The maximum for small home repairs is capped at $4,000.

F. Once the applicant agrees with the scope of work, all parties will sign the final work write-up and cost estimate. If a sub-contractor is to be used, the items on the final work write up will be utilized in the bidding process. If no sub-contractor is to be used then the awarding non-profit and applicant will sign a construction agreement.

G. The CHAP Coordinator will follow procurement procedures for hiring building contractors, if such contractors are needed.

H. A pre-construction conference between the assisted homeowner, CHAP Coordinator, sub-contractors (if applicable) and SHC Coordinator will be conducted to insure all parties are in agreement about the work to be completed. The pre-construction conference will consist of two parts: Part 1 deals with basic contract and procedural issues: begin and end dates of the contract, terms of the contract, payment schedule, inspections, requirements, responsibilities, change orders, lead-base paint requirements, complaints and conflict resolution and other programmatic procedures. Part 2 will consist of a walk-through of the house. All parties should understand how the work will proceed. Instructions will be given regarding clean up to be done by the homeowner prior to the work and by the awarded non-profit (or sub contractors) after the work is completed.

I. For Small Home Repair – the CHAP Coordinator will procure materials needed and ensure they are delivered to the applicant's home. Applicant shall sign an acknowledgement letter for the material. One month will be allowed for the repairs to be completed. Additional time may be granted to the applicant based on extenuating circumstances. CHAP Coordinator will ensure applicant has proper guidance to complete the repairs on his/her home.

XIV. CONTRACTOR QUALIFICATIONS

In order to be eligible to participate in the construction work financed under this CHAP, contractors must meet the following minimum requirements:

A. The contractor must <u>not</u> be a debarred, suspended, or ineligible contractor according to U.S. General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs and the Department. Verification of contractor eligibility will be obtained from the Department prior to awarding any contract. Verification of building contractor eligibility will be obtained from the Department <u>*prior*</u> to awarding any contracts.

B. The contractor will carry worker's compensation insurance, automobile liability insurance, and unemployment insurance as required by the State of Texas and the Rehabilitation Coordinator. Additionally, the contractor must carry general liability and property damage insurance for rehabilitation work done within the County in the amount of $500,000.

This insurance must be applicable to construction work done in the County and must be in effect during the contracted period. Evidence of such insurance must be presented prior to the execution of the contract.

D. The electrical work must be completed by an electrician with an approved license.

E. A licensed plumber must perform all plumbing work.

F. A certificate of insurance meeting the requirements as stated in this Section.

XV. WORK INSPECTIONS AND FINAL PAYMENT

Progress inspections serve three purposes: a) to evaluate the contractor's progress; b) to confirm that applicable housing standards have been satisfactorily met; and c) to confirm that all requirements of the contract have been met to all parties' satisfaction.

A. **Progress Inspections**

1. A licensed inspector is not required for progress inspections.

2. Inspections to approve payment requests will be made upon request by the CHAP Coordinator and/or its sub-contractor. These inspections will be made promptly upon request so as not to delay the processing of the payments.

3. The same person will conduct inspections each time.

4. The assisted homeowner and the CHAP Coordinator will sign off on the Housing Rehabilitation Payment Request (Form C05) acknowledging that the work was completed and meets their approval. If the assisted homeowner is not satisfied with any aspect of the work, Form 28 should not be signed until the work is completed. Form 28 must be submitted for a drawdown for housing rehabilitation to be approved.

B. **Final inspections by a licensed inspector.**

1. When work is nearing completion, the CHAP Coordinator will arrange a specific date when the job will be ready for a final inspection to be conducted by a TREC licensed inspector.

2. The purpose of the final inspection is to guarantee that all work called for in the contract has been completed according to specification and that the home has been brought up to HQS or

IRC standards (with the exception of the Small Home Repair program which does not require a final inspection).

3. The final inspection will be as thorough and deliberate as the initial inspection. Finished carpentry, painting, backfilling, electrical fixtures, all housing assistance activities, and clean-up should be closely checked for completion.

4. The CHAP Coordinator will make sure that the assisted homeowner has received all warranties and instruction booklets for installed equipment.

5. If the home does not pass final TREC inspection, a punch list will be developed. A punch list is a listing of items written as specifications, which constitute the work necessary to be completed under the contract. The punch list will represent work yet to be done, not additional work over and above the original or amended contract. Once the punch list has been prepared, no other work items are expected of the contractor. When all the items on the punch list have been corrected, the TREC inspector will make an additional final inspection on the property to clear all items. **Fees for additional inspections resulting from unfinished or incomplete work will be the sole responsibility of the awarded non-profit or sub-contractors (whichever applies).**

6. A copy of the final inspection report will be provided to the assisted homeowner.

C. **Certificate of Completion and Owner Acceptance**

1. After the final inspection has cleared, a release of lien form and a request for payment will be obtained from the sub-contractors (if any) and submitted to the SHC Coordinator.

2. For the purpose of accountability, an owner acceptance form must be signed by the assisted homeowner where they accept and verify that the work under the contract was completed.

3. In addition, the CHAP Coordinator must obtain from the homeowner an executed affidavit of completion which must be in accordance to real property.

4. The applicant will then execute a deferred forgivable promissory note secured by a deed of trust. The deed of trust will be filed in the county's real property records.

5. After receipt of these items, the CHAP Coordinator will order a request for funds, and upon receipt of the funds, disburse the funds to the awarding sub-contractors (if any). The county must retain 10% of the funds for no

less than 30 days. The 10% retainage will be paid after the 30 day period if and only if there are no pending construction concerns from the assisted homeowner.

6. If any problems are identified during this period, the CHAP Coordinator will then notify the sub-contractors (if any) to come back and correct the problem within a reasonable amount of time, not to exceed 2 weeks. Should the awarded party fail to do so the county will not disburse the retainage. The assisted homeowner may take any necessary legal action to debar the awarded party from performing any future work in the County. In addition, should the awarded non-profit and/or sub-contractor be doing other work under the CHAP and fails to correct any warranty problems, no other payments will be made to him/her until such problems are corrected.

D. **Warranties and Liens**

1. All work performed by the awarded non-profit and/or sub-contractor will be guaranteed for a period of one (1) year from the move in date. Such warranty will be stipulated in the construction contract between the contractor and the homeowner. For a period of one (1) year, the assisted homeowner may require the contractor to correct defects or problems arising from his or her work under this contract. Should the contractor fail to do so, the assisted homeowner may take any necessary legal recourse as prescribed in the rehabilitation contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.

XVII. COMPLAINTS AND DISPUTES

Complaints are either informal or formal. An informal complaint is usually made by the assisted homeowner or contractor to the CHAP Coordinator. The CHAP Coordinator will check out all problems, informal or formal immediately. The CHAP Coordinator will deal with complaints and disputes that are unique to the project and which affect the Colonia Housing Assistance Program as a whole. The SHC Coordinator will handle problems, which cannot be resolved by the CHAP Coordinator. Complains that cannot be resolved at the local level will be addressed to the Department.

Formal Procedures to Resolve Complaints A formal procedure for dealing with construction-related disputes or complaints will have the following elements:

1. The complaint will be written on a form provided by the CHAP Coordinator.

2. Any and all kinds of disputes or complaints may be handled formally. The person filing the complaint must initiate the formal

complaint process upon submission of a complaint in writing on the prescribed form.

3. The CHAP Coordinator will be responsible for handling the complaint. If the CHAP Coordinator is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the decision to the SHC Coordinator. If the SHC Coordinator is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the decision to the Department. The decision of the Department will be binding upon all parties involved.

4. Every step of the process will be thoroughly documented and maintained in the files.

XVIII. FILES AND REPORTS

The County will maintain accurate CHAP files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the Department. Such files will be open for inspection as to qualifications, bids, and awards.

XIX. CHANGES, WAIVERS, AND/OR CONFLICTS

A. The County's governing body will have the right to change, modify, or revoke all or any part of these Colonia Housing Assistance Program guidelines by a majority vote of the governing body. However, the Department must be informed of such changes and if the changes are substantial and do not meet the Department's requirement, Department will have the final word on the issue.

Passed and approved this _____ day of _____, 2012, by the Commissioners' Court of Hidalgo County Texas.

Attest:

_____
Arturo Guajardo, Jr
Hidalgo County Clerk

_____
Ramón García
Hidalgo County Judge

Hidalgo Self Help Center
TOOL LENDING LIBRARY

PROGRAM DESIGN

The Hidalgo County Self Help Center (SHC) shall operate one (1) Tool Lending Library. Tools will be purchased, maintained and rented out for home construction and improvement projects. This activity shall benefit three thousand three hundred seventy-eight (3,378) colonia residents of which seventy-five percent (75%) or two thousand five hundred thirty three (2,533) are of low to moderate income. Residents to benefit from this activity must reside in one of the Hidalgo County Self Help Center target area colonias of El Charro Subdivision #2, Colonia Lucero del Norte, Country View Estates, Indian Hills Subdivision I (East of FM 491), and Indian Hills Subdivision II (West side of FM 491). A total of three hundred (300) checkouts will be made during the life of this contract.

The SHC tool lending library provides residents of the targeted Hidalgo County colonias access to a wide variety of tools which most people building or repairing homes would not own or otherwise have access to. In past contracts, the SHC purchased tools based on the results of a survey that indicated resident's needs and on the advice of experts in the field. The SHC chose to purchase high-quality tools for their better performance, durability and warranty. To safeguard these higher end tools, the SHC maintains working locks in the building where the tools are stored. Additionally, the SHC keeps an accurate colonia resident rental membership list and charges a deposit to help maintain the tools and ensure their return. All parties to the SHC are in agreement that this is an important aspect of the program.

Tool Lending Library Hours of Operation

_____ a.m. to _____ p.m.

_____ thru _____

Closed on _____ Holidays

REQUIREMENTS

1. Members must reside in one of the five targeted colonias.
2. Members must use tools for home building or improvement projects in their primary residence.
3. Members must be at least 18 years old and have at least two types of ID, one of which must be a photo ID.
4. Contractors and/or home builders will not be allowed to rent tools unless used for repairs on their own homes.
5. Random inspection will be conducted by the SHC to monitor and ensure that no on other than the resident, who received proper safety training, within the targeted colonias is using the tool.

TOOLS CHECKOUT PROCEDURES

1. SHC staff will fill out an application for all colonia residents.
2. Residents will choose the tools they need to rent out.
3. SHC staff **MUST** fill out an "OUT" form for each tool rental to maintain accountability.
4. Residents will pay the required deposit.
5. SHC staff will issue a receipt for each deposit and a notice of when the tool is due to be returned.
6. Once the tool is returned to the SHC, the resident will get his/her deposit back.

DEPOSITS

1. A deposit must be paid to assure the return of the tool(s).
2. Tools can be checked out by the day including weekend.
3. The deposit for a tool shall be cash or check equivalent to 20% of a tool's replacement value. Some exceptions may be made depending on the circumstances of the family. **No one will be turned away due inability to pay.**
4. The deposit will be returned to the renter when he/she brings the tool back to the SHC.
5. If the tool is lost or stolen on the weekend a police report will be filed on the next business day, report will be kept on file for monitoring purposes.
6. The SHC does not generate any program income through the deposits of tools.

USE and RETURN

1. Only colonia resident may have access to SHC tools. No one other than the renter may use the tools, unless they have received the proper safety training and are assisting the renter on their home improvement project.
2. Tools may not be loaned out by the renter to another person, even if that person is also a tool library member.
3. Every tool rented out must be inspected by SHC staff before and after use to ensure that it is in proper working conditions for safety of the resident and the performance of each tool.
4. All bits, blades and cutting edges must be sharp when loaned out. No dull tools are to be rented out.
5. Tools are to be used only to build or repair the home of the member renting the tools.
6. Tools are not to be used for any type of business operations. Residents violating this rule will no longer be eligible to use the tools.
7. Tools should not be rented out for more than one week (7 days) at a time. If more time is needed, residents must visit or call the SHC office so the tool may be rented again. A courtesy call will be placed for a reminder.

8. Tools are only to be used for their stated purpose; any other use constitutes abuse of the tool.
9. All use and safety instructions are to be followed when using the tools.
10. If a tool is damaged in any way during the rental period, it must be returned immediately to the SHC. If the damage was due to misuse or negligence, the user shall be liable to pay for the cost of repair. If the damage is due to normal wear and tear, the renter shall not be liable. Upon payment of damages or a determination that the damage was due to wear and tear, the SHC can issue a replacement tool to the customer.
11. Residents must sign a form which states that the SHC is not responsible for any accidents.

SHC PROCEDURES

- SHC staff will maintain an up to date inventory list of all tools in the library.
- SHC staff will maintain an inventory of tools that are damaged, need repair and/or have been repaired.
- SHC staff will label and identify all tools as county property.
- SHC staff will provide door to door outreach, publications, distribution of flyers, and recruitment in the targeted colonias for this activity.
- A daily sign in sheet will be maintained in an administrative file for review with: date, name, address, phone number and colonia of all residents renting out tools.
- The budget amount for this activity will be used to purchase new tools, repair existing tools, and/or replace items that have deteriorated, such as blades, drill bits, compressor hose tips and other small tools. The purchase of a scanning system to track all tools is also a possibility depending on SHC funds.

BENEFICIARIES

This is an area-wide service within five (5) targeted colonias; all residents within the colonias will be counted as beneficiaries.

AI-34368 **Urban County 11. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 2's proposed budget and program amendment for Fiscal Years 23, 24 & 25 (2010, 2011 & 2012) original work plans. The proposed amendment will delete the Parks, Recreational Facilities projects and allocate funds in to the Street Improvement line item for the purchase and installation of solar lights. The amendment will also change the project description for the Street Improvements work plan.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 2 for Fiscal Years 23, 24 & 25 (2010, 2011 & 2012) original work plans The proposed amendment will delete the Parks, Recreational Facilities projects and allocate funds in to the Street Improvement line item for the purchase and installation of solar lights. The amendment will also change the project description for the Street Improvements work plan.

BACKGROUND

A Public Hearing was held on September 25, 2012 at 9:30 A.M. and citizen participation requirements have been met. The proposed budget and program amendment for, Hidalgo County Precinct No. 2 for Fiscal Years 23, 24 & 25 (2010, 2011 & 2012) will:

FY 23 (2010)

Delete the Parks, Recreational Facilities line item by $65,433.32 and allocate funding to the Street Improvements line item for the purchase and installation of solar lights. The amendment will delete the following streets from its work plan: Aldamas I, Aldamas II, El Charro #2, Hall Acres/El Gato Road Project (Between Alamo & Tower Roads), Mesquite Acres, McColl Estates, Morningside South Outfall Project, Morning Sun, Pentecostal, Rancho Escondido, South McColl Road, North Tower Road Project (between Minnesota and Owassa Roads), Southside Village, and Val Bar Estates. Remaining streets: South Tower Road and South Tower Estates.

FY 24 (2011):

Delete the Parks, Recreational Facilities line item by $61,657.65 and allocate funding to the Street Improvements line item for the purchase and installation of solar lights. The amendment will delete the following streets from its work plan: Hall Acres/El Gato Road Project (Between Alamo & Tower Roads), Mesquite Acres, McColl Estates, Morningside South Subdivision, Morningside South Outfall Project, Morning Sun, Pentecostal, Rancho Escondido, South McColl Road, North Tower Road Project (between Minnesota and Owassa Roads), Southside Village, and Val Bar Estates. Remaining streets: South Tower Road and South Tower Estates.

FY 25 (2012):

Delete the Parks, Recreational Facilities line item by $50,000.00 and allocate funding to the Street Improvements line item for the purchase and installation of solar lights. The amendment will delete the following streets from its work plan: Rodriguez Street (From Minnesota Road North to Pueblo Street), Gearhart Drive (From El Dora Road South to end of street or up to cull de sac); Sunset Drive (From North Raul Longoria Road East to end of street (San Juan); Minnesota Road (from Veterans Road only up to the main drain ditch) and will add South Tower Road, El Charro No. 2 and Little Mexico Subdivision.

Remaining streets: South Tower Estates.

Attachments

Public Hearing Notice Budget Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 11:38 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Mary Flores Started On: 09/20/2012 10:33 AM

Final Approval Date: 09/21/2012

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 2
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, Precinct No. 2 will conduct a public hearing to solicit input from interested parties on the precinct's proposed program amendment to its Urban County Program funding Years 23, 24 & 25 (2010, 2011 & 2012).

The Public Hearing will be held on Tuesday, September 25, 2012 at 9:30 a.m. at County Commissioners' Court located at 415 W University Drive in Edinburg, Texas 78539.

The following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	**Urban County Year 23 (2010) Activities**	**Proposed Budget**
$ 65,433.32	Parks, Recreational Facilities (-$65,433.32)	$ 0.00
$150.710.15	Street Improvements (+$65,433.32)	$216,143.47
$216,143.47	**TOTAL**	**$216,143.47**

The proposed amendment will **delete** the Parks, Recreational Facilities line item by $65,433.32 and **allocate** funding to the Street Improvements line item for the purchase and installation of solar lights. The amendment will **delete** the following streets from its work plan: Aldamas I, Aldamas II, El Charro #2, Hall Acres/El Gato Road Project (Between Alamo & Tower Roads), Mesquite Acres, McColl Estates, Morningside South Outfall Project, Morning Sun, Pentecostal, Rancho Escondido, South McColl Road, North Tower Road Project (between Minnesota and Owassa Roads), Southside Village, and Val Bar Estates.

Existing Budget	**Urban County Year 24 (2011) Activities**	**Proposed Budget**
$ 61,657.65	Parks, Recreational Facilities (-$61,657.65)	$ 0.00
$275,469.75	Street Improvements (+$61,657.65)	$337,127.40
$337,127.40	**TOTAL**	**$337,127.40**

The proposed amendment will **delete** the Parks, Recreational Facilities line item by $61,657.65 and **allocate** funding to the Street Improvements line item for the purchase and installation of solar lights. The amendment will **delete** the following streets from its work plan: Hall Acres/El Gato Road Project (Between Alamo & Tower Roads), Mesquite Acres, McColl Estates, Morningside South Subdivision, Morningside South Outfall Project, Morning Sun, Pentecostal, Rancho Escondido, South McColl Road, North Tower Road Project (between Minnesota and Owassa Roads), Southside Village, and Val Bar Estates.

Existing Budget	**Urban County Year 25 (2012) Activities**	**Proposed Budget**
$ 50,000.00	Parks, Recreational Facilities (-$50,000.00)	$ 0.00
$ 278,653.00	Street Improvements (+$50,000.00)	$328,653.00
$328,653.00	**TOTAL**	**$328,653.00**

The proposed amendment will **delete** the Parks, Recreational Facilities line item by $50,000.00 and **allocate** funding to the Street Improvements line item for the purchase and installation of solar lights. The amendment will **delete** the following streets from its work plan: Rodriguez Street (From Minnesota Road North to Pueblo Street), Gearhart Drive (From El Dora Road South to end of street or up to cull de sac); Sunset Drive (From North Raul Longoria Road East to end of street (San Juan); Minnesota Road (from Veterans Road only up to the main drain ditch) and will **add** South Tower Road, El Charro No. 2 and Little Mexico Subdivision.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Commissioner Hector "Tito" Palacios
300 W. Hall Acres, Suite G
Pharr, Texas 78577

AI-34407 **Fire Marshal's Office 12. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Jaime Longoria **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action regarding Interlocal Cooperation Agreement between Linn-San Manuel Fire Department & Hidalgo County

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-422-20-300-011-0-841

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

BUDGETARY IMPACT:

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 04:01 PM
Roland Garcia	Rolando Garcia	09/21/2012 05:07 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/21/2012 03:37 PM

Final Approval Date: 09/21/2012

Interlocal Cooperation Agreement between Lim-San Manuel and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 26 day of October, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Lim-San Manuel, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 26 day of October, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on 26, October, 2011 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire <u>excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).</u>

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium excluding propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) excluding passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e.Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	CATEGORY I (CI)	Flat rate of $1000.00 per incident.
(6.1.4.II.)	CATEGORY II (CII)	Flat Rate of $ 600.00 per incident
(6.1.4.III.)	CATEGORY III (CIII)	Flat Rate of $ 425.00 per incident.
(6.1.4.IV.)	CATEGORY IV (CIV)	Flat Rate of $ 275.00 per incident.
(6.1.4.V.)	CATEGORY V (CV)	Flat Rate of $ 125.00 per incident.

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE (as primary department)

.2 HAZARDOUS MATERIALS (TECHNICIAN LEVEL)

.3 MASS CASUALTY

.4 RESCUE CALLS

.5 VEHICULAR EXTRICATION

.6 PUBLIC WORKS RESPONSE

.7 REGIONAL MEDICAL RESPONSE TEAM

.8 SECONDARY CITY/ENTITY (in place of primary department.)

.9 SPECIAL SITUATIONS

.10 GRASS / BRUSH WILDLAND FIRE

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 MEDICAL CALL

.2 MUTUAL AID

.3 PASSENGER VEHICLE FIRE (NON-COMMERCIAL)

.4 LAW ENFORCEMENT ASSISTANCE

.5 RECOVERY CALL – BODY

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN

.2 BEE ATTACK

.3 PETROLEUM BASED INCIDENT STANDBY

.4 WIRELINE INCIDENTS (ELECTRICAL)

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL

.2 LANDING ZONE

.3 HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

.4 RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)

.5 WIRELINE INCIDENTS (NON-ELECTRICAL)

.6 PALM TREE FIRE (NON-MOVING VEGITATION)

.7 MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

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

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Entity: Linn-San Manuel
Vol. Fire Dept. P.O. Box 72
Linn, Texas 78563

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

Linn-San Manuel
By:

October 26, 2011
Date

ATTEST:

Lucas A. Vinoya, Ed. D
~~City Secretary~~ Board President

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS: _____

_____

_____

Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

LINN-SAN MANUEL
FM 490
Brushline
KENEDY

AI-34097 **Elections Administration 13. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Valley View Independent School District for their election to be held on November 6, 2012.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 9-6-2012, Valley View ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Valley View ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 02:16 PM
Roland Garcia	Rolando Garcia	09/21/2012 09:58 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Amanda Valdez Started On: 09/06/2012 01:59 PM

Final Approval Date: 09/21/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Sandra Lee Rodriguez
PEIMS Director
Valley View ISD
9701 S. Jackson Rd.
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 27th day of August, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

VALLEY VIEW ISD
ENTITY

BY: _____

PRINT: JUAN A. PIMENTAL

TITLE: BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Gustavo Guerra

TITLE: Secretary

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Valley View ISD	DATE: November 6, 2012		
6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	2	$50.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	16	$160.00
F	Election Media per Polling Location(s)	**$100.00**	4	$400.00
G	*iVotronic Voting Machine(s)	**$150.00**	11	$825.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Programming Charges	**$2,775.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	2	$150.00
C	Printer Labels (per vote)	**$0.03**	5000	$150.00
D	Username/Password - Per Polling Location	**$20.00**	4	$80.00
			Total Electronic Poll Book Charges	**$1,030.00**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	105	$57.75
	Election Day Combination Forms	**$0.55**	105	$57.75
	*Election Judge Kit for Early Voting	**$35.00**	2	$35.00
	*Election Judge Kit for Election Day	**$35.00**	2	$35.00
	Polling Location Map(s)	**$17.00**	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	250	$50.00
			Total Supplies Charges	**$303.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	700	$280.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	600	$1,200.00
	Postage Mail-in-Ballots (per request)	**$0.61**	600	$366.00
	Correspondence Postage	**$0.44**	2	0.88
			Total Mail & Ballot Service Charges	**$1,996.88**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,300.00**	0	$0.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$0.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$11,913.50**		$5,956.75
	*Payroll for Election Day Employees	**$1,139.00**		$569.50
			Total Payroll Charges	**$6,526.25**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	6	1078.5	$103.54
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	2	33	$1.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	6	99	$9.50
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$127.17**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	2	$35.04
			Total Cell Phone Charges	**$35.04**
6.12			**Subtotal**	**$13,043.84**
			Administrative Fees (10%)	**$1,304.38**
	***Shared cost with County**		**ESTIMATED GRAND TOTAL**	**$14,348.22**

AI-34129 **Elections Administration 13. C.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Elsa for their election to be held on November 6, 2012.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 9-10-2012, City of Elsa does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Elsa Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/10/2012 08:12 AM
Roland Garcia	Rolando Garcia	09/21/2012 10:00 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Amanda Valdez Started On: 09/09/2012 02:29 PM

Final Approval Date: 09/21/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF ELSA**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

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SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

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SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

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COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

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A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

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I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

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6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Melissa Mata
City Secretary
City of Elsa
P.O. Box 427
Elsa, TX 78543

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 28th day of August, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

CITY OF ELSA
ENTITY

BY: _____

PRINT: ALONSO R. PEREZ

TITLE: MAYOR

ATTEST

BY: _____

PRINT: Melissa S. Mata

TITLE: City Secretary

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Elsa	DATE: November 6, 2012		
6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	*iVotronic Voting Machine(s)	**$150.00**	6	$450.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	2	$150.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
		Total iVotronic Programming Charges		**$1,950.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	2	$150.00
C	Printer Labels (per vote)	**$0.03**	5014	$150.42
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
		Total Electronic Poll Book Charges		**$990.42**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	209	$114.95
	Election Day Combination Forms	**$0.55**	209	$114.95
	*Election Judge Kit for Early Voting	**$35.00**	1	$17.50
	*Election Judge Kit for Election Day	**$35.00**	1	$17.50
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	250	$50.00
		Total Supplies Charges		**$348.90**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	450	$112.50
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	750	$300.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	450	$900.00
	Postage Mail-in-Ballots (per request)	**$0.61**	450	$274.50
	Correspondence Postage	**$0.44**	1	0.44
		Total Mail & Ballot Service Charges		**$1,587.44**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,300.00**	1	$1,300.00
	Local newspaper		0	$0.00
		Total Advertisement/Notice Charges		**$1,300.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
		Total Polling Location Rental Charges		**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$7,394.75**		$3,697.38
	*Payroll for Election Day Employees	**$701.50**		$350.75
		Total Payroll Charges		**$4,048.13**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
		Total Ballot Board Charges		**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
		Total Canvass Report Charges		**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	4	719	$46.02
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	1	16.5	$0.30
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	4	66	$4.22
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$53.77**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	2	$35.04
			Total Cell Phone Charges	**$35.04**
6.12			**Subtotal**	**$10,563.70**
			Administrative Fees (10%)	**$1,056.37**
	***Shared cost with County**		**ESTIMATED GRAND TOTAL**	**$11,620.07**

AI-34320 **Head Start 14. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Requesting Approval to Reject Bids Submitted and Authority to Re-Advertise for the Relocation of Palmview I Head Start Building Locate at 501 Commercial Blvd., Palmview, Texas, 78572, (Commissioners' Court Previously Approved on 08.07.12) as Bids Received Did Not Meet the Requirements

BACKGROUND

Policy Council Meeting: 09.17.12

Attachments

Reject Bids

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 09:19 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Linda Galaviz Started On: 09/19/2012 08:56 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: September 25, 2012

SUBJECT: Requesting Approval to Reject Bids Submitted and Authority to Re-Advertise for The Relocation of Palmview I Head Start Building Located at 501 Commercial Blvd., Palmview, TX, 78572, (cc previously approved on 08-07-2012) as bids received did not meet the requirements.

RATIONALE/NEED: The project needs to be completed to continue serving the Head Start children in the Palmveiw area.

RECOMMENDATION: Administration recommends approval

COST: Head Start Funds for this project are available.
Equipment Repair: 19-5505-20-10000-505

RELATED INFORMATION INCLUDED: Specifications

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: *Teresa Flores, Executive Director*

BID NO:2012-024-10-10	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

September 25, 2012

REQUEST FOR SEALED BIDS
"BUILDING RELOCATION - PALMVIEW I HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"BUILDING RELOCATION – PALMVIEW I HEAD START"
September 25, 2012
BID NO: 2012-024-10-10

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.
Thank you.

September 25, 2012

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"BUILDING RELOCATION - PALMVIEW I HEAD START"
BID NO: 2012-024-10-10

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for “BUILDING RELOCATION – PALMVIEW I HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“BUILDING RELOCATION - PALMVIEW I HEAD START”** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Wednesday, October 10, 2012.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540

(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	October 10, 2012
Award of Contract	_____
Commence Work or Deliver Products	_____

15. 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. 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.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 Hidalgo County Head Start Program 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 Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. 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 Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

“BUILDING RELOCATION –
PALMVIEW I HEAD START”

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"BUILDING RELOCATION - PALMVIEW I HEAD START"
BID No. 2012-024-10-10

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage BUILDING RELOCAITON. The Procurement Department will receive sealed envelopes containing BID for the provision of "BUILDING RELOCATION – PALMVIEW I HEAD START. Sealed Bids will be accepted until 2:00 p.m., Wednesday, October 10, 2012. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2012-024-10-10
Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, October 5, 2012 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Building Relocation for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. Scope of Services:

The specifications of this project may be picked up at:

Dannenbaum Engineering Company – McAllen, LLC
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956)682-3677 Office
(956)686-1822 Fax
steve.mcgarraugh@dannenbaum.com
Steven L McGarraugh AIA/ Project Architect

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the project. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217. Building located at: 501 Palmview Commercial Dr. in Palmview, TX, to be moved to 1208 Paula Dr., Palmview, TX.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Finance Department upon satisfactory completion of project. There will be NO Advance Payments.

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540 / 956-380-4131

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“BUILDING RELOCATION –
PALMVIEW I HEAD START”

EXHIBIT B

BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"BUILDING RELOCATION – PALMVIEW I HEAD START"
September 25, 2012

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Wednesday, October 10, 2012.

COST:

PALMVIEW I CENTER

Building Relocation Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“BUILDING RELOCATION –
PALMVIEW I HEAD START”

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) 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.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

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 Commissioners' Court; (*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.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' 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 Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"BUILDING RELOCATION –
PALMVIEW I HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "BUILDING RELOCATION FOR PALMVIEW I HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2012.

_____
Notary Public

My Commission expires: _____2012.

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ 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? □ State General Services 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 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): □ State General Services 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): □ State General Services 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): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

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.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"BUILDING RELOCATION – PALMVIEW I HEAD START"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-024-XX-XX

THIS CONTRACT is made and entered into this _____, 2012 by and between **HIDALGO COUNTY HEAD START PROGRAM,** acting by and through Hidalgo County (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(the "Company").

WHEREAS, Company responded to requests for sealed bids for **Building Relocation** for PALMVIEW I Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agree that this Contract is entered into in order to provide the Services as described herein. 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 Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head 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. **Term**. This Contract shall be for a period beginning **_____,2012 and** ending _____, 2012 and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **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 Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **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 Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____
_____
_____

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

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. This contract award will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by Program with thirty day's written notice to Company.

21. **Commitment of Current Revenues.** 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 Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work will be free of defects for a period of one year from the date of completion of the work performed under this contract.

WITNESS our hands in duplicate originals this _____, 2012

APPROVED BY COMMISSIONERS COURT ON: _____2012

Company:

By:_____ By:_____
(Company Name) Ramon Garcia, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

.

AI-34273 **Head Start 14. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court, to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2012

BACKGROUND

Attachment: 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7), Pages 162 and 163

Attachments

Community Representatives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 09:15 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 08:56 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 17, 2012

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	1
Joel Quintanilla, Precinct 1	Joe Guzman - Resigned	-
Hector "Tito" Palacios, Precinct 2	Silvestre Rodriguez	1
Joe Flores, Precinct 3	Lupe Gonzalez	2
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	1

Your nomination for the 2012-2013 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-34275 **Head Start 14. C.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Submit the Following 2013 Budget Applications:
1. Department of Health and Human Services (DHHS)
2. Texas Department of Agriculture (TDA)

BACKGROUND

Policy Council Approval: 09.17.12

Attachments

DHHS-TDA Budgets

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:13 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:09 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 17, 2012

SUBJECT: Discussion/Approval to Submit the Following 2013 Budget Applications:
a. Department of Health and Human Services (DHHS)
b. Texas Department of Agriculture (TDA)

RATIONALE/NEED: Every year the Program must submit the Continuation Budget Application and the Texas Department of Agriculture budget application in order for the Program to continue providing comprehensive services to the children and their families.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum, DHHS and TDA Budgets

****

INITIATED BY: Edmundo Garcia, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM
"Children first..."

==========

Date: September 12, 2012

To: Hidalgo County Policy Council
Hidalgo County Commissioners' Court

From: Teresa Flores, Executive Director

C.C: Edmundo Garcia, Assistant Program Director
Nora Munoz, Assistant Program Director
Elma Keller, Chief Financial Officer

Subject: 2013 Budget (Health and Human Services Dept.)
2013 Budget for Nutrition (Texas Department of Agriculture)

The Hidalgo County Head Start Program is submitting a Continuation Funding Application for FY2013 (1/1/2013 to 12/31/2013) under Grant No. O6CH0183 to The Administration for Children and Families, Department of Health and Human Services in the amount of $25,461,897.

The proposed funding level from the Department Of Health and Human Services includes additional funding awarded in 2012. This funding includes Expansion under American Recovery and Reimbursement Act(ARRA) and Cost Of Living Adjustment(COLA) funds for salaries and Fringe Benefits.

The attached Head Start Program budget for 2013 reflects the Program's continued commitment to comply with all Head Start Federal Standards and requirements as per the Head Start Act of 2007. Additionally, the budget also reflects the Texas Department of Agriculture reimbursement grant totaling $2,922,622 for nutritional services, under the Child and Adult Care Food Program.

The most significant changes when comparing the 2012 beginning budget to the proposed 2013 budget for the Department of Health and Human Services are reflected in the following line items:

- **Salaries $330,199.** The noticeable difference in this line item when compared to the initial 2012 budget is due to the additional funding awarded under the American Recovery and Reimbursement Act (ARRA) in order to continue our expansion efforts. In addition this line item includes funding awarded after the initial 2012 budget for cost of living adjustments.

- **Fringe Benefits $447,998.** The additional funds allocated to this line item reflect the impact of the Cost of Living Adjustment awarded after the initial funding in 2012 which became permanent in our 2013 funding. The largest impact in this line item ($367,533) is due to workers' compensation costs, which were previously paid out of the workers' compensation fund reserves.

- **Supplies ($154,778).** The net impact in the category is a slight reduction in anticipated expenses due to the non-reallocation of funds under the American Recovery Act (ARRA) for 2013 as well as to the realignment of expenditures with actual costs.

- **Other $10,516.** This category is expected to experience a net increase in expenses for 2013. Rental costs reflect our new A-1 Center in McAllen along with anticipated utility costs. This line item also includes costs for T-1 lines that will be installed at various centers to enhance our network capabilities. New bank fees are also reflected in this category. Other costs such as dental services, disability services, mental health services and medical services are anticipated to decrease as a result of an increase in children meeting Medicaid requirements.

Texas Department of Agriculture
Funding For Nutritional Services

The application for food services to the **Texas Department of Agriculture** for FY2012 (10/1/2012 to 9/30/2013) for reimbursement under **The Child and Adult Care Food Program** is in the amount of $2,922,622. This application reflects an estimated increase in reimbursement of $83,619 due to an upward adjustment in the rate of reimbursement from $5.2625 to 5.4175 (.1550) per child/per day.

The most notable changes from the 2012 budget are as follow:

- **Salaries $14,608**. This line item reflects an increase as a result of the Cost of Living Adjustment (COLA).

- **Fringe Benefits $78,503**. The additional funds allocated to this line item reflect the impact of the Cost of Living Adjustment and the workers' compensation costs, which were previously paid out of the workers' compensation fund's reserves.

- **Food $27,903.** This line item captures all food costs related to the production of meals. The minor increase in this line item is anticipated due to the slight costs increase we have experienced in food related items during the year.

- **Total Operating Expenses ($9,492).** This category represents a slight net decrease, when compared to the previous year budget. This charge is primarily due to the realignment of budget to actual expenditures for the year.

  Under the subcategories of *supplies and equipment* the Nutrition Program proposes to purchase three delivery vans, to replace old ones that have excessive mileage and are in need of repairs. The attached list outlines the inventory of vehicles. Non-food supplies costs were realigned to actual year-end expenditures allowing the projected slight reduction budgeted costs.
  For the subcategory of *Purchased services* the program anticipates a slight reduction in costs, as a result of the proposed vehicle purchase. *Organization costs* are also expected to be at the same level as last year.

More detailed changes impacting all other line items are reflected in the attached Budget Analysis for review and discussion.

Hidalgo County Head Start Program
2013 Budget Analysis

Description	2012	2013	Difference	Comments/Notes
Salaries/Fringes				
Salaries	16,477,984.93	16,808,184.73	330,199.80	COLA Employees/Salaries
Fringes/Pension Adm Costs	5,506,589.97	5,954,588.76	447,998.79	COLA Benefits and Worker's Comp rates for 2013
Total Salaries/Fringes	**21,984,574.90**	**22,762,773.49**	**778,198.59**	
Out of TownTravel	**10,000.00**	**10,000.00**	-	
Equipment	**-**	**-**	-	
Supplies				
Office	94,000.00	79,500.00	(14,500.00)	Reduced the ARRA funding appropriations for 2013
Postage	10,000.00	10,000.00	-	
Classroom/Consum	176,659.20	120,700.00	(55,959.20)	Reduced the ARRA funding appropriations for 2013
Classroom/Non Con	153,159.20	102,000.00	(51,159.20)	Reduced the ARRA funding appropriations for 2013
Maintenance	215,000.00	200,000.00	(15,000.00)	Reduced the ARRA funding appropriations for 2013
Janitorial	100,000.00	100,000.00	-	
Medical	15,500.00	13,500.00	(2,000.00)	Realigned expenditures with actual costs
Playground	900.00	-	(900.00)	Supplies ordered for children w/disabilities in 2012
Operational	115,015.00	99,755.00	(15,260.00)	Reduced the ARRA funding appropriations for 2013
Total Supplies	**880,233.40**	**725,455.00**	(154,778.40)	
Other				
Center Space	155,000.00	167,911.00	12,911.00	Austin One Stop Head Start Center Rental Costs
Telephone	202,200.00	214,200.00	12,000.00	Additional T-1 lines used for networking
Utilities	423,589.71	433,844.51	10,254.80	Increase in utility rates
Local Travel	97,000.00	87,400.00	(9,600.00)	Realigned expenditures with actual costs
Renovations	0.00		-	
Audit	32,000.00	35,000.00	3,000.00	Audit fees slightly increased
Dental Serv	27,000.00	25,000.00	(2,000.00)	More children qualify for medicaid services
Disability Serv	8,000.00	5,000.00	(3,000.00)	More children qualify for medicaid services
Mental Health	32,150.00	25,000.00	(7,150.00)	More children qualify for medicaid services
Medical Serv	12,000.00	6,000.00	(6,000.00)	More children qualify for medicaid services
Printing- Admin	9,700.00	11,200.00	1,500.00	Realigned expenditures with actual costs
Printing Center	48,300.00	40,500.00	(7,800.00)	Realigned expenditures with actual costs
Insurance	142,000.00	140,000.00	(2,000.00)	Realigned expenditures with actual costs
Vehicle Maintenance	150,000.00	150,000.00	-	
Fuel	125,000.00	125,000.00	-	
Equip. Repair-Admin	3,000.00	1,500.00	(1,500.00)	Equipment has been updated/less repairs needed
Equip. Repair-Center	48,000.00	48,000.00	-	
Equip. Rental	12,900.00	12,900.00	-	
Parent Involvement	34,880.00	34,880.00	-	
CDA/ T.T.A.	272,933.00	276,833.00	3,900.00	Increased funding
Legal Fees	57,500.00	57,500.00	-	
Bank Fees	-	6,000.00	6,000.00	Beginning 2012 Bank Fees are being assessed
Advertising	5,000.00	5,000.00	-	
AA Program	55,000.00	55,000.00	-	
Total Other Expend.	**1,953,152.71**	**1,963,668.51**	10,515.80	
Total Oper. Budget	**$2,843,386.11**	**$2,699,123.51**	(144,262.60)	
Total Budget	**24,827,961.01**	**25,461,897.00**	633,935.99	

9/11/2012

Texas Department of Agriculture (TDA)
Budget Analysis

Description	2011-2012	2012-2013	Difference	Comments/Notes
Salaries/Fringes				
Salaries	952,657.47	967,265.31	14,607.84	Cost of Living Adjustment (COLA)
Fringes/Pension Adm Costs	347,793.26	426,296.28	78,503.02	COLA and Worker's Compensation costs now assessed for 2013
* **Total Salaries/Fringes**	**1,300,450.73**	**1,393,561.59**	93,110.86	
Food	1,164,178.40	1,192,081.37	27,902.97	Food costs are increasing
Supplies and Equipment				
Equipment	55,000.00	60,000.00	5,000.00	To purchase 3 new vans to transport food production to 43 centers.
Non-Food Supplies	160,000.00	116,534.42	(43,465.58)	Anticipate ordering less supp/Realigned expenditures with actual costs
Office Supplies	7,789.33	7,789.33	-	
Purchased Services				
Equipment Maintenance	38,902.91	37,902.90	(1,000.01)	Anticipate less expenditures with the repairs made in 2012
Vehicle Maintenance	13,000.00	8,570.57	(4,429.43)	Anticipate less repairs with the purchase of 3 new vans
Vehicle Fuel	23,946.84	23,946.84	-	
Utilities	42,999.92	42,999.92	-	
Telephone	7,000.00	7,000.00	-	
Subscriptions	1,000.00	2,000.00		
Media Costs	2,300.00	2,300.00	-	
Organization Costs				
Local Travel	5,499.65	5,000.00	(499.65)	Realigning expenditures with actual costs
T & TA	16,935.20	22,935.12	5,999.92	Food handlers permit costs for center/kitchen staff
* **Total Operating Expenses**	**1,538,552.25**	**1,529,060.47**	(9,491.78)	
Total Budget	**2,839,002.98**	**2,922,622.06**	**83,619.08**	*Rate per meal increased from $5.2625 to $5.4175 for 2012-2013.*

Reimbursement Formula:

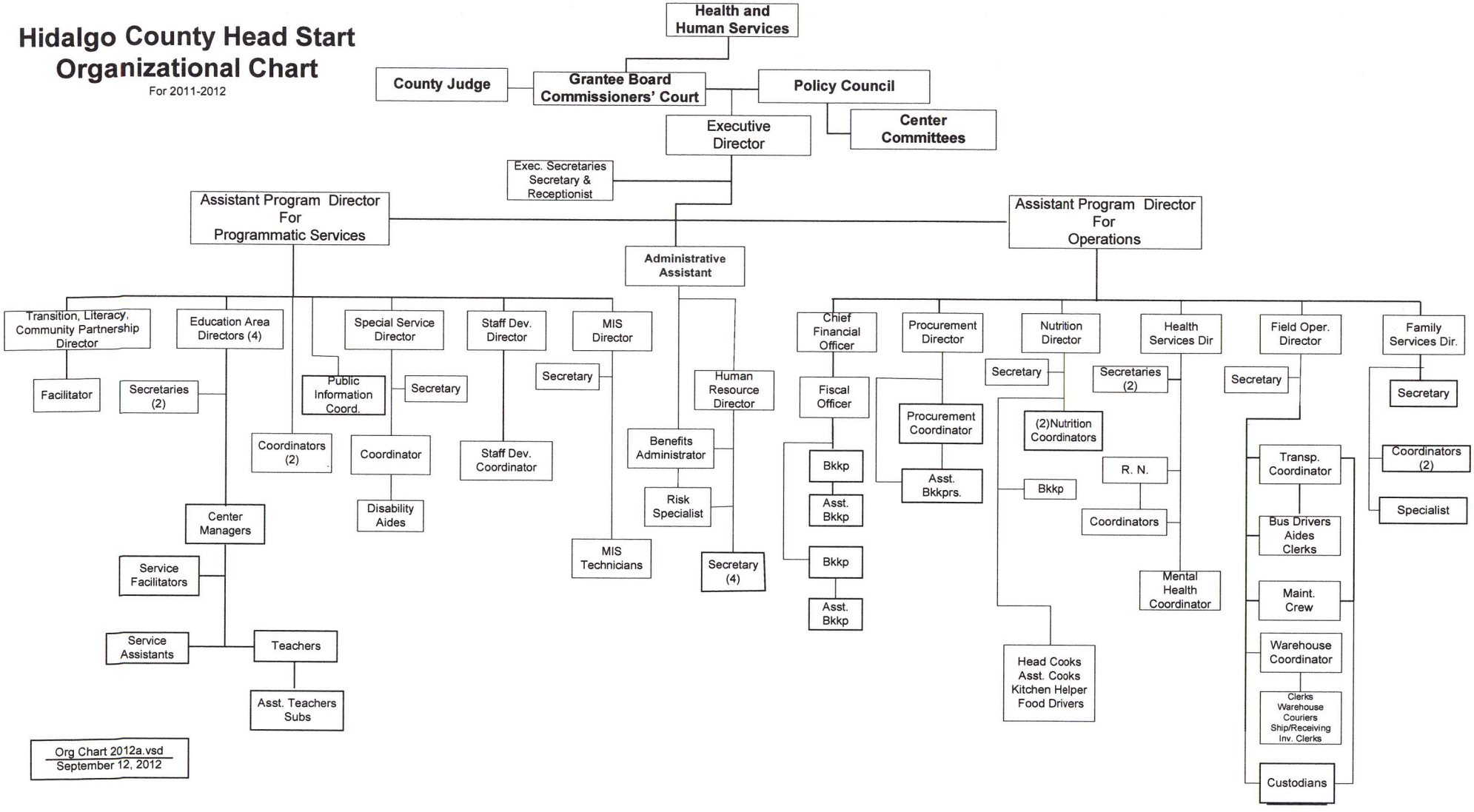
172 Service Days x 3,690 Children x 85% ADA x $5.4175 Reimbursement Rate = $2,922,622.07

Reimbursement Rate is Calculated as follows:

Breakfast	1.55
Lunch	2.86
Snack	0.78
Cash-in-Lieu of Commodities:	0.2275
Reimbursement Rate	**5.4175**

Hidalgo County Head Start Organizational Chart

For 2011-2012



Org Chart 2012a.vsd
September 12, 2012

ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start, Region VI, 1301 Young Street, Room 937, Dallas, TX 75202
www.eclkc.ohs.acf.hhs.gov

July 2, 2012

Ramon Garcia, County Judge
HIDALGO COUNTY HEAD START PROGRAM
P.O. Box 0117
Edinburg, TX 78540

Re: Grant No. 06CH0183

Dear Mr. Garcia:

An application for continued refunding of your organization's Head Start and/or Early Head Start grant for the budget period 1/1/2013 – 12/31/2013 is due 10/1/2012, ninety days prior to the start of the budget period. This letter provides guidance on the requirements for submission of the continuation application.

For planning purposes, the application should reflect the enrollment and funding levels in the table below.

Common Accounting Number (CAN)	Projected Funding	Funded Enrollment
G064122 – Head Start Program Operations	$25,185,064	3,690
G064120 – Head Start Training and Technical Assistance	$276,833	
G064125 – Early Head Start Program Operations		0
G061126 – Early Head Start Training and Technical Assistance		
TOTAL	**$25,461,897**	**3,690**

Funding is contingent upon the availability of federal funds and satisfactory performance by your organization under the terms and conditions of the Head Start grant in the current budget period.

The application for continued refunding must be prepared in accordance with the instructions in Information Memorandum ACYF-IM-HS-00-12, dated April 25, 2000. This information is available electronically at the following link: http://eclkc.ohs.acf.hhs.gov/hslc. As noted in the Information Memorandum, Head Start and Early Head Start grantees are required to submit a full application once every three years. In the other two years, grantees need only submit budget information, describe the progress they are making toward their

community needs and objectives, and explain proposed significant changes to their programs. You are considered to be in year two of the application cycle and are required to complete an abbreviated application. Please review ACYF-IM-HS-00-12, the attached instructions and this guidance carefully prior to preparing your application.

The application must be submitted using the Standard Form 424 (SF-424), Application for Federal Assistance. Grantees are expected to use the web-based Grant Application Budget Instrument (GABI) to complete their applications. GABI is available in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. Training materials can be found in the "Instructions" section of HSES. For further assistance, please contact HSESHelp@acf.hhs.gov or 1-866-771-4737.

The application must contain the proposed budget, budget justification and program narrative. Breakouts must be provided on the SF-424A, Budget Information – Non-Construction Programs, for the distribution of funds by object class categories. The proposed budget must support all program costs, both direct and, if appropriate, indirect costs. In Section B of the SF-424A, use a separate column to reflect the amounts by object class categories for operations and training and technical assistance (T/TA) funds for Head Start and/or Early Head Start. Section 4, Forecasted Cash Needs, of the SF-424A, should accurately reflect the funds needed for each quarter of the year based on the expected outlays and timing of operational expenditures. A separate SF-424A must be submitted for each delegate agency. **Incomplete applications will not be processed.**

Long Range Goals and Objectives

The full and abbreviated applications must provide, as part of the goals and objectives of the program, a description of program goals for improving the school readiness of children. School readiness goals, as defined in 45 C.F.R. §1307.2, effective December 9, 2011, articulate the expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten.

The application should contain a description of the following:

- The program's goals and your progress in aligning the goals with the Head Start Child Development and Early Learning Framework, State early learning guidelines, and the requirements and expectations of the schools, to the extent they apply to the ages of children, birth to five, participating in the program.
- The child assessment system which will be used by your program to collect information about children's development in combination with parents and families and how the program uses or plans to use that information to individualize instruction and learning.
- The key findings from aggregating the child assessment data, how that information helped you identify patterns of progress and areas where improvement is required, and how progress toward meeting your school readiness goals is shared with parents and the community.

The application must also contain a summary of findings from the community assessment for a full application and updates for abbreviated applications. Further, the application must identify any proposed program improvements or changes to the program design based on the aggregation and analysis of individual child-level assessment data, the community assessment and the results of the self-assessment. Additionally, a breakout of the proposed enrollment levels for each county within the approved service area as well as the results of the annual self-assessment and the improvement plan must also be submitted with the application.

Development of the Training and Technical Assistance (T/TA) Budget

The T/TA plan must assure sufficient resources are devoted to address all T/TA needs, support school readiness goals, ensure staff are qualified, and provide quality and comprehensive services to all enrolled children and families. The application must include the T/TA plan and an accompanying narrative on the T/TA needs. The T/TA plan should address the results of the self-assessment and identify resources to implement the improvement plan.

Grantees with identified areas of noncompliance and/or deficiencies should invest appropriate resources to assure correction is achieved. If the direct funding for T/TA is not sufficient to meet all of the identified needs in your annual T/TA plan, operational funds available in the annual grant award may be used.

Risk Management

The risk management process implemented by the Office of Head Start is a prevention/early intervention strategy that integrates the funding, monitoring and technical assistance processes. Through this process, potential risks and areas for improvement are identified along with strengths, areas of pride and innovative practices.

Your agency may have recently participated in a risk management meeting and received a copy of an action plan subsequent to the meeting. The refunding application should address any action steps specifically identified for inclusion in either the T/TA plan or the grant application itself.

Cap on Employee Compensation

Section 653 of the Head Start Act places limitations on the compensation of Head Start staff. Specifically, the Act prohibits the use of **any** Federal funds, including Head Start grant funds, to pay any part of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule, currently $179,700. Program Instruction ACF-PI-HS-08-03, issued May 12, 2008, provides guidance on this requirement and defines compensation. No funds may be charged to the Head Start grant or to any other Federal program either as a direct cost or any proration as an indirect cost for an employee whose compensation exceeds $179,700. Please ensure the refunding application demonstrates the compensation policies of the agency and those of any delegate agencies, if applicable, comply with the compensation cap guidelines.

Approvals

Governing body approval is required on the application for continuation funding. The Standard Form SF-424 must be submitted under the signature of the Board Chairperson, as required in Program Instruction ACF-PI-HS-06-01, dated September 19, 2006. In addition, Policy Council approval is required. A signed statement by the Policy Council Chair and accompanying minutes demonstrating participation in the development and approval of the application must be submitted with the application. If the Policy Council has not approved the application, a letter from the Policy Council indicating its reasons for withholding approval is required.

Submission Information

Grantees are strongly encouraged to submit refunding applications online via the HSES. If the application is submitted via HSES, the original signature pages for the Standard Form (SF) 424, Application for Federal Assistance, and SF-424B, Assurances – Non-Construction Programs, must be submitted to:

Ray Bishop
Regional Grants Management Officer
Office of Grants Management
Administration for Children and Families
1301 Young Street, Room 937
Dallas, TX 75202

If a grantee does not choose to submit the refunding application via HSES, the original application, required forms and certifications, and two copies must be submitted to the address listed above.

A checklist is enclosed to assist in ensuring the application contains all of the required information. If you have any questions or require assistance, please contact Maria Norman, your Head Start Program Specialist, at (214) 767-8850 or maria.norman@acf.hhs.gov or Eric Weiss, your Grants Management Specialist, at (214) 767-8823 or eric.weiss@acf.hhs.gov. Thank you for your cooperation and timely submission of your grant application.

Sincerely,

Kimberly Chalk
Regional Program Manager
Office of Head Start

Enclosure

cc: Ms. Teresa Flores, Executive Director
Ms. Teresa Flores, Head Start Director

Head Start Grant Application Checklist

Please be sure to include the following items in your application package prior to uploading files to HSES and sending signature pages to the Regional Office.



If the grant application includes a request for a reduction in enrollment due to conversion from Head Start to Early Head Start services (with the exception of American Indian and Alaskan Native grantees), conversion from part-day to full-working day services or for any other reason, please include a cover letter along with your rationale for requesting consideration for such approval.

For completion of the continuation application, refer to **Information Memorandum ACYF-IM-HS-00-12**, dated April 25, 2000. The Information Memorandum and Program Instruction are available on the Early Childhood Learning and Knowledge Center (ECLKC) at http://eclkc.ohs.acf.hhs.gov.

Documents may be uploaded into the Head Start Enterprise System (HSES) under the Grant Application Budget Instrument (GABI) tab with the exception of the original signature pages for the Standard Form (SF) 424, Application for Federal Assistance, and SF-424B, Assurances – Non-Construction Programs. Original signature pages must be submitted to the appropriate Grants Office.

1. **Application** including:
   - SF-424 - **Board Chair's signature required** ☐
   - SF-424A ☐
     - A breakout of amounts by object class categories for Head Start and Early Head Start operations and training/technical assistance; and ☐
     - The forecast of cash needs by quarter based on anticipated outlays. ☐
   - SF-424B, Assurances – Non-Construction Programs - **Board Chair's signature required** ☐

2. **Submission requirements for 3-year cycle:**
   - 1st year, a comprehensive application is required. ☐
   - 2nd and 3rd years, an abbreviated application is required. ☐

3. **Electronic GABI Report** (via the web at https://hses.ohs.acf.hhs.gov/hsprograms) ☐
   If you operate both Head Start and Early Head Start, a separate GABI is required for each. Also, a separate GABI must be submitted for each delegate agency.

4. **Long Range Goals and Objectives**, describing the following:
   - The program's long range goals and shorter term program objectives; ☐
   - The program's school readiness goals and progress in aligning the goals with the Head Start Child Development and Early Learning Framework, State early learning guidelines, and the requirements and expectations of the schools; ☐
   - The child assessment system used to collect information about children's development in combination with parents and families and how the program uses or plans to use that information to individualize instruction and learning; ☐
   - The key findings from aggregating the child assessment data, how that information helped identify patterns of progress and areas where improvement is required, and how progress toward meeting school readiness goals is shared with parents and the community; and ☐
   - Any proposed program improvements or changes to the program design based on the aggregation and analysis of individual child-level assessment data, the community assessment and the results of the self-assessment. ☐

5. **Program and Budget Narratives**, describing the planned uses of the funds and demonstrating the following for ***each grantee and delegate***:
   - The amount and intended use of the funds by object class category for program operations and training/technical assistance; ☐

- A projection of the amounts and sources of the non-federal share match requirement (Cash and/or in-kind); and ☐
- Copy of approved Indirect Cost Rate Agreement, if applicable. ☐

6. **Risk Management, *if applicable***
   Address any action steps specifically identified for inclusion in either the training/technical assistance plan or the grant application. ☐

7. **Employee Compensation Cap**
   Assurance the grantee and delegate agencies, if applicable, comply with the requirement for employee compensation. Refer to Program Instruction ACF-PI-HS-08-03, dated May 12, 2008. ☐

8. **Training and Technical Assistance Plan** ☐

9. **Results of Self-Assessment and Improvement Plan** ☐

10. **Signed Policy Council Approval Statement and Meeting Minutes** ☐
    A letter from the Policy Council indicating its reasons if approval withheld.

AI-34277 **Head Start 14. D.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of the 2011-2012 Program Information Report (PIR)

BACKGROUND

Policy Council Approval: 09.17.12

Attachments

PIR Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:14 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:20 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 17, 2012

SUBJECT: Discussion/Approval of the 2011-2012 Program Information Report (PIR)

RATIONALE/NEED: The PIR Report was initiated in the late 1970s in an effort to provide the Office of Head Start with information on what was happening in Head Start Programs throughout the country. Data from the PIR Report has been used for well over two decades to provide information about Head Start to the public, Congress and other Federal agencies. It has been used to identify trends, to discover problems and to determine where there were issues that need attention.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: 2011-2012 PIR Report

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INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

2011-2012 HEAD START PROGRAM INFORMATION REPORT

06CH0183-000 Hidalgo County Head Start Program

A. PROGRAM INFORMATION

GENERAL INFORMATION

Grant Number	06CH0183
Program Number	000
Program Type	Head Start
Program Name	Hidalgo County Head Start Program
Program Address	1901 W. State Hwy 107 McAllen TX 78504
Program Phone Number	(956) 383 0706
Program Fax Number	(956) 380 2588
DUNS Number	062403597
Program Email Address	teresa.flores@hchsp.org
Head Start Director Name	Ms. Teresa Flores
Head Start Director Email	teresa.flores@hchsp.org
Agency Web Site Address	www.hchsp.org
Agency Type	Government Agency (Non-CAA)
Agency Description	Grantee that directly operates program(s) and has no delegates
Agency Affiliation	A secular or non-religious agency

ENROLLMENT YEAR

Enrollment dates

A.1 Enrollment Year	*Date*
a. Start Date	08/15/2011
b. End Date	05/23/2012

FUNDED ENROLLMENT

Funded enrollment by funding source

A.2 Funded Head Start Enrollment	*# of children/ pregnant women*
a. Head Start Funded Enrollment, as identified on NOA	3,690
b. Funded Enrollment from non-federal sources, i.e. state, local, private	0

Funded enrollment by program option - children

A.3 Center-based program - 5 days per week:	*# of children*
a. Full-day enrollment	3,690
1. Of these, the number available as full-working-day enrollment	0
a. Of these, the number available for the full-calendar-year	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.4 Center-based program - 4 days per week:	*# of children*
a. Full-day enrollment	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.5 Home-based program	0

A.6 Combination option program	0
A.7 Family child care option	0
a. Of these, the number available as full-working-day enrollment	0
1. Of the these, the number available for the full-calendar-year	0
A.8 Locally designed option	0

Funded enrollment at child care partner

	# of children
A.10 The number of funded enrollment positions at center-based child care partners with whom the program has formal contractual arrangements	0

CLASSES

Classes

	# of classes
A.11 Total number of classes operated	199
a. Of these, the number of double session classes	0

CUMULATIVE ENROLLMENT

Children by age

A.12 Children by age:	*# of children at enrollment*
a. Under 1 year	0
b. 1 year old	0
c. 2 years old	0
d. 3 years old	2,159
e. 4 years old	2,078
f. 5 years and older	0

Total cumulative enrollment

	# of children / pregnant women
A.14 Total cumulative enrollment	4237

Type of eligibility

A.15 Report each enrollee only once by primary type of eligibility:	*# of children*
a. Income below 100% of federal poverty line	3,107
b. Receipt of public assistance such as TANF, SSI	962
c. Status as a foster child - # children only	46
d. Status as homeless	1
e. Over income	0

	# of children
f. Enrollees exceeding the allowed over income enrollment (as noted below) with family incomes between 100% and 130% of the federal poverty line	121

A.16 If the program serves enrollees under A.15.f, specify how the program has demonstrated that all income-eligible children in their area are being served.

Specify:	The program has incorporated "Priority Guidelines for Selection for Enrollment" that identifies those children in most need that ranks all eligible children that includes children whose families have incomes below 130% of the federal poverty line. Reference: Section 645 (a)(1)(B)(iii)(II). The program operates 43 Head Start Centers and waitlists are established at each Center. Those centers that have exhausted their waitlists of children whose families have income below 100% of the federal poverty line will enroll children within the 130% federal poverty line.

Prior enrollment

A.17 Enrolled in Head Start or Early Head Start for:	*# of children*
a. The second year	1,602
b. Three or more years	5

Transition and Turnover

	# of children
A.18 Total number of preschool children who left the program any time after classes or home visits began and did not re-enroll	577
a. Of the preschool children who left the program during the program year, the number of preschool children who were enrolled less than 45 days	362
A.18.b. Of the number of preschool children enrolled in Head Start at the end of the current enrollment year, the number projected to be entering kindergarten in the following school year	1,741

Child care subsidy

	# of children at end of enrollment year
A.23. The number of enrolled children for whom the program received a child care subsidy	0

Ethnicity

A.24 Ethnicity:	*# of children*
a. Hispanic or Latino origin	3,960
b. Non-Hispanic or Non-Latino origin	277

Race

A.25 Race:	*# of children*
a. American Indian or Alaska Native	0
b. Asian	3
c. Black or African American	8
d. Native Hawaiian or other Pacific Islander	0
e. White	4,124
f. Biracial/Multi-racial	0
g. Other	0
h. Unspecified	102
1. Explain: Parents declined to identify their race.	

Primary language of family at home

A.26 Primary language of family at home:	*# of children*
a. English	1,092
b. Spanish	3,145
c. Native Central American, South American, and Mexican Languages	0
d. Caribbean Languages	0
e. Middle Eastern & South Asian Languages	0
f. East Asian Languages	0
g. Native North American/Alaska Native Languages	0
h. Pacific Island Languages	0
i. European & Slavic Languages	0
j. African Languages	0
k. Other	0
l. Unspecified	0

TRANSPORTATION

Transportation services

A.27 Does the program provide transportation to some or all of the enrolled children either directly or through a formal contractual agreement with a transportation provider?	Yes

	# of children
a. Number of children for whom transportation is provided	830

Buses

	# of buses owned
A.28 Total number of buses owned by the program that were purchased with ACF grant funds and are currently used to support program operations, regardless of year purchased	36
a. Of these, the number of buses purchased since last year's PIR was reported	0

A.29 Are any of the buses used by the program leased by the program itself?	No

RECORD KEEPING

Management Information Systems

A.30 Does your program use a management information system to track enrollees, program services, characteristics of families, and information on program staff?		Yes
Name/title	*Locally designed*	*Web Based*
PROMIS (Program Resources and Outcomes Management Information System, Cleverex)	No	Yes
Sage ABRA	No	No

B. PROGRAM STAFF & QUALIFICATIONS

TOTAL STAFF

Staff by Type

	(1) # of Head Start or Early Head Start staff	(2) # of contracted staff
B.1 Total number of staff members, regardless of the funding source for their salary or number of hours worked	781	0
a. Of these, the number who are current or former Head Start or Early Head Start parents	343	0
b. Of these, the number who left since last year's PIR was reported	131	0
1. Of these, the number who were replaced	131	0

TOTAL VOLUNTEERS

Volunteers by Type

	# of volunteers
B.2 Number of persons providing any volunteer services to your program since last year's PIR was reported	3,859
a. Of these, the number who are current or former Head Start or Early Head Start parents	3,705

MANAGEMENT STAFF

Coordination of services

B.4 On average, the number of hours per week services managers spend coordinating services:	Average # of hours per week
a. Child Development & Education Manager	40
b. Health Services Manager	40
c. Family & Community Partnerships Manager	40
d. Disability Services Manager	40

CHILD DEVELOPMENT STAFF

Preschool Child Development Staff Qualifications - Classroom and Assistant Teachers

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
B.5 Total number of preschool child development staff by position	199	199

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
a. An advanced degree in:		
1. Early childhood education	2	0
2. Any field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
b. A baccalaureate degree in:		
1. Early childhood education	59	0
2. Any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0	0
3. Any field and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam	0	0
Of the preschool child development staff with a baccalaureate degree in B.5.b.1 through B.5.b.3 above, the number enrolled in:		
4. Advanced degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
c. An associate degree in:		
1. Early childhood education	138	26
2. A field related to early childhood education and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0	0
Of the preschool child development staff with an associate degree in B.5.c.1 and B.5.c.2 above, the number enrolled in:		
3. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	59	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following credentials:		
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	0	173
1. Of these, a Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	0
Of the preschool child development staff with the credentials in B.5.d above, the number enrolled in:		
2. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
3. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position:		
e. The number who do not have the qualifications listed in B.5.a through B.5.d	0	0
Of the preschool child development staff in B.5.e above, the number enrolled in:		
1. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
2. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	0
3. Any type of Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	0

	# of classes
B.6 Total number of center-based option classes serving preschool-aged children	199
B.7 Number of center-based option classes serving preschool-aged children in which at least one teacher (excluding assistant teachers) has one of the following: - An advanced or baccalaureate degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education with experience teaching pre-school age children, or - A baccalaureate degree and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam - An associate degree in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	199

Child development staff qualifications - home-based and FCC

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
B.9 Total number of child development staff by position	0	0	0	0

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees or credentials:				
a. An advanced degree in/licensed as:				
1. 1. Social work/ Licensed clinical social worker (LCSW)/ Licensed master social worker (LCMW)	0	0	0	0
2. Marriage and family therapy/ Licensed marriage and family therapist (LMFT)	0	0	0	0
3. Psychology	0	0	0	0
4. Sociology	0	0	0	0
5. Human services (include related areas such as child and family services or social services)	0	0	0	0
6. Nursing plus Nurse Practitioner (NP) license	0	0	0	0
7. Early childhood education	0	0	0	0
8. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
b. A baccalaureate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
c. An associate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following credentials:				
d.License, certification, or credential held:				
1. Nursing, non-RN, i.e. LPN, CNA, etc.	0	0	0	0
2. Family development credential (FDC)	0	0	0	0
3. Child development associate credential (CDA)	0	0	0	0
4. State-awarded certification, credential, or license appropriate to the option in which they are working, i.e. home-based option or family child care option	0	0	0	0
5. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position:				
e. The number who do not have the qualifications listed in B.9.a through B.9.d	0	0	0	0
Of the child development staff in B.9.e above, the number enrolled in:				
1. An advanced degree or license	0	0	0	0
2. A baccalaureate degree	0	0	0	0
3. An associate degree	0	0	0	0
4. Studies leading to a non-degree license, certificate, or credential	0	0	0	0

NON-SUPERVISORY CHILD DEVELOPMENT STAFF

Child development staff - ethnicity

B.12 Ethnicity:	# of non-supervisory child development staff
a. Hispanic or Latino origin	395
b. Non-Hispanic or Non-Latino origin	3

Child development staff - race

B.13 Race:	# of non-supervisory child development staff
a. American Indian or Alaska Native	0
b. Asian	0
c. Black or African American	0
d. Native Hawaiian or other Pacific Islander	0
e. White	398
f. Biracial/Multi-racial	0
g. Other	0
h. Unspecified	0

Child development staff - language

	# of non-supervisory child development staff
B.14 The number who are proficient in a language(s) other than English	398
a. Of these, the number who are proficient in more than one language other than English	0
B.15 Language groups in which staff are proficient	# of non-supervisory child development staff
a. Spanish	398
b. Native Central American, South American, and Mexican Languages	0
c. Caribbean Languages	0
d. Middle Eastern & South Asian Languages	0
e. East Asian Languages	0
f. Native North American/Alaska Native Languages	0
g. Pacific Island Languages	0
h. European & Slavic Languages	0
i. African Languages	0
j. Other	0
k. Unspecified	0

Child development staff - classroom teacher turnover

	# of classroom teachers
B.16 The number of classroom teachers who left your program during the year.	41
B.17 Of these, the number who left for the following reasons:	# of classroom teachers
a. Higher compensation/benefits package in the same field	15
b. Change in job field	0
c. Other	26
1. Comments: Personal Reasons (8), Retired (1), Relocate (2), Family Issues (8), Travel Distance (1), Deceased (1), Continue Education (4), Exhausted Leave (1)	
B.18 Number of classroom teacher vacancies in your program that remained unfilled for a period of 3 months or longer	0
B.19 Number of classroom teachers hired during the year due to turnover	0

Child development staff - home-based visitor turnover

	# of home-based visitors
B.20 The number of home-based visitors who left the program during the year	0
B.21 Of these, the number who left for the following reasons:	
a. Higher compensation/benefits package in the same field	0
b. Change in job field	0
c. Other	0
1. Comments: null	
B.22 Number of home-based visitor vacancies in the program that remained unfilled for a period of 3 months or longer	0
B.23 Number of home-based visitors hired during the year due to turnover	0

FAMILY & COMMUNITY PARTNERSHIPS STAFF

Family & community partnerships staff - qualifications

	(1) # of family workers	(2) # of FCP supervisors
B.24 Total number of family & community partnerships staff	78	1
a. Of the FCP supervisors, the number who work directly with families, i.e. staff with a family caseload		1

B.25 Of the family & community partnerships staff, the number with the following education	(1) # of family workers	(2) # of FCP supervisors
a. A related advanced degree	2	1
b. A related baccalaureate degree	5	0
c. A related associate degree	16	0
d. GED or high school diploma	55	0
B.26 Of the family & community partnerships staff who do not have a degree, the number in training leading to a related degree or credential	5	0
B.27 Comments on staff shared by Head Start and Early Head Start programs:		

	# of ECD managers/ coordinators
B.28 Total number of education & child development managers/coordinators	37

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
a. An advanced degree in early childhood education, or an advanced degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	2
b. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	5

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
c. An associate degree in early childhood education, or an associate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	18
Of the education & child development managers/coordinators preschool child development staff in B.28.c above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	5

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	12
Of the education & child development managers/coordinators preschool child development staff in B.28.d above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
e. None of the qualifications listed in B.28.a through B.28.d	0
Of the education & child development managers/coordinators preschool child development staff in B.28.e above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0
B.29 Comments on education & child development managers/coordinators shared by Head Start and Early Head Start programs:	

C. CHILD & FAMILY SERVICES

HEALTH SERVICES

Health insurance - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.1 Number of all children with health insurance	4,097	4,097
a. Number enrolled in Medicaid and/or CHIP	3,975	3,975
b. Number enrolled in state-only funded insurance (for example, medically indigent insurance)	93	93
c. Number with private health insurance (for example, parent's insurance)	27	27
d. Number with health insurance other than those listed above, for example, Military Health (Tri-Care or CHAMPUS)	2	2
1. Specify	CHAMPUS	
C.2. Number of children with no health insurance	140	140

Medical

Medical home - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.5 Number of children with an ongoing source of continuous, accessible health care	4,131	4,131
C.6 Number of children receiving medical services through the Indian Health Service	0	0
C.7 Number of children receiving medical services through a migrant community health center	0	0

Medical services - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.8 Number of all children who are up-to-date on a schedule of age-appropriate preventive and primary health care, according to the relevant state's EPSDT schedule for well child care	3,990	3,990

	# of children at end of enrollment year
a. Of these, the number diagnosed by a health care professional with a chronic condition needing medical treatment since last year's PIR was reported	36
1. Of these, the number who have received or are receiving medical treatment	36
b. Specify the primary reason that children who needed medical treatment, for any chronic condition diagnosed by a health care professional since last year's PIR was reported, did not receive it:	Children left the program before their appointment date

C.9 Number of all children who received medical treatment for the following chronic conditions since last year's PIR was reported, regardless of when the condition was first diagnosed by a health care professional:	*# of children*
a. Anemia	10
b. Asthma	132
c. Hearing Difficulties	3
d. Vision Problems	16
e. High Lead Levels	0
f. Diabetes	2

Body Mass Index (BMI) - children (HS and Migrant programs)

C.10 Number of all children who are in the following weight categories according to the 2000 CDC BMI-for-age growth charts	*# of children at enrollment*
a. Underweight (BMI less than 5th percentile for child's age and sex)	156
b. Healthy weight (at or above 5th percentile and below 85th percentile for child's age and sex)	2,477
c. Overweight (BMI at or above 85th percentile and below 95th percentile for child's age and sex)	666
d. Obese (BMI at or above 95th percentile for child's age and sex)	778

Immunization services - children

	(1) # of children at enrollment	*(2) # of children at end of enrollment year*
C.11 Number of children who have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age	4,237	4,237
C.12 Number of children who have been determined by a health care professional to have received all immunizations possible at this time, but who have not received all immunizations appropriate for their age	0	0
C.13 Number of children who meet their state's guidelines for an exemption from immunizations	0	0

Dental

Dental home - children

	(1) # of children at enrollment	*(2) # of children at end of enrollment year*
C.17 Number of children with continuous, accessible dental care provided by a dentist	3,944	3,944

Preschool dental services (HS and Migrant programs))

	# of children
C.18 Number of children who received preventive care since last year's PIR was reported	3,944
C.19 Number of all children, including those enrolled in Medicaid or CHIP, who have completed a professional dental examination since last year's PIR was reported	3,944
a. Of these, the number of children diagnosed as needing treatment since last year's PIR was reported.	160
1. Of these, the number of children who have received or are receiving treatment	160
b. Specify the primary reason that children who needed dental treatment did not receive it:	Appointment is scheduled for future date

MENTAL HEALTH SERVICES

Mental health professional

	# of hours
C.22 Average total hours per operating month a mental health professional(s) spends on-site	43

Mental health services

C.23 Indicate the number of enrolled children who were served by the mental health (MH) professional(s) since last year's PIR was reported.	# of children at end of enrollment year
a. Number of children for whom the MH professional consulted with program staff about the child's behavior / mental health	37
1. Of these, the number for whom the MH professional provided three or more consultations with program staff since last year's PIR was reported	37
b. Number of children for whom the MH professional consulted with the parent(s) / guardian(s) about their child's behavior/mental health	37
1. Of these, the number for whom the MH professional provided three or more consultations with the parent(s) / guardian(s) since last year's PIR was reported	37
c. Number of children for whom the MH professional provided an individual mental health assessment	63
d. Number of children for whom the MH professional facilitated a referral for mental health services	63

Mental health referrals

	# of children at end of enrollment year
C.24 Number of children who were referred by the program for mental health services outside of Head Start since last year's PIR was reported	37
a. Of these, the number who received mental health services since last year's PIR was reported	37

DISABILITIES SERVICES

Preschool disabilities services (HS and Migrant programs)

	# of children
C.25 Number of children enrolled in the program who have an Individualized Education Program (IEP) indicating they have been determined eligible by the LEA to receive special education and related services	429
a. Of these, the number who were determined eligible to receive special education and related services:	# of children
1. Prior to enrollment into the program for this enrollment year	283
2. During this enrollment year	146
b. Of these, the number who have not received special education and related services	0

Preschool primary disabilities (HS and Migrant programs)

C.27 Diagnosed primary disability	*(1) # of children determined to have this disability*	*(2) # of children receiving special services*
a. Health impairment(i.e. meeting IDEA definition of 'other health impairments')	9	9
b. Emotional disturbance	0	0
c. Speech or language impairments	384	384
d. Intellectual disabilities	7	7
e. Hearing impairment, including deafness	3	3
f. Orthopedic impairment	1	1
g. Visual impairment, including blindness	4	4
h. Specific learning disability	0	0
i. Autism	13	13
j. Traumatic brain injury	0	0
k. Non-categorical/developmental delay	6	6
l. Multiple disabilities (excluding deaf-blind)	1	1
m. Deaf-blind	1	1

EDUCATION AND DEVELOPMENT TOOLS/APPROACHES

Screening

	# of children
C.28 Number of all newly enrolled children since last year's PIR was reported	2,630
C.29 Number of all newly enrolled children who completed required screenings within 45 days for developmental, sensory, and behavioral concerns since last year's PIR was reported	2,434
a. Of these, the number identified as needing follow-up assessment or formal evaluation to determine if the child has a disability	248

C.30 The instrument(s) used by the program for developmental screening:	
Name/Title:	LAP-D (Learning Accomplishment Profile - Diagnostic)
Name/Title:	DECA
Name/Title:	Speech Screener

Assessment

C.31 Approach or tool(s) used by the program to support ongoing child assessment:	
Name/title	*Locally designed*
LAP-D (Learning Accomplishment Profile - Diagnostic)	No

Curriculum

C.32 What curriculum does your program use:	
a. For center-based services:	
Name/title	*Locally designed*
Building Bridges Curriculum	Yes
A Planning Guide (Kaplan)	No
CIRCLE Literacy Program	No

b. For family child care services:	
Name/title	*Locally designed*

c. For home-based services:	
Name/title	*Locally designed*

STAFF-CHILD INTERACTION OBSERVATION TOOLS

		# of families at enrollment
C.33 Does the program use staff-child interaction observation tools to assess quality?		Yes
C.34 If yes, interaction observation tool(s) used by the program:		
	(1) Name/title	*(2) Locally designed*
a. Center-based settings	Classroom Observation Feedback Form	Yes
b. Home-based settings		
c. Family child care settings		

FAMILY AND COMMUNITY PARTNERSHIPS

Number of families

	# of families at enrollment
C.35 Total number of families:	3,859
a. Of these, the number of two-parent families	2,795
b. Of these, the number of single-parent families	1,064

Employment

C.36 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are employed	397
b. One parent/guardian is employed	1,794
c. Both parents/guardians are not working (i.e. unemployed, retired, or disabled)	604

C.37 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is employed	520
b. The parent/guardian is not working (i.e. unemployed, retired, or disabled)	544

	# of families at enrollment
C.38 The number of all families in which at least one parent/guardian is a member of the United States military	7

Federal or other assistance

	# of families
C.39 Total number of families receiving any cash benefits or other services under the Federal Temporary Assistance for Needy Families (TANF) Program	1,036
C.40 Total number of families receiving Supplemental Security Income (SSI)	411
C.41 Total number of families receiving services under the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	3,230
C.42 Total number of families receiving services under the Supplemental Nutrition Assistance Program (SNAP), formerly referred to as Food Stamps	1,068

Job training/school

C.43 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are in job training or school	8
b. One parent/guardian is in job training or school	131
c. Neither parent/guardian is in job training or school	2,656

C.44 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is in job training or school	56
b. The parent/guardian is not in job training or school	1,008

Parent/guardian education

C.45 Of the total number of families, the highest level of education obtained by the child's parent(s) / guardian(s)	# of families at enrollment
a. An advanced degree or baccalaureate degree	47
b. An associate degree, vocational school, or some college	759
c. A high school graduate or GED	850
d. Less than high school graduate	2,203

Family services

C.46 Report the number of families who received the following services since last year's PIR was reported	*# of families*
a. Emergency/crisis intervention such as meeting immediate needs for food, clothing, or shelter	288
b. Housing assistance such as subsidies, utilities, repairs, etc.	128
c. Mental health services	114
d. English as a Second Language (ESL) training	412
e. Adult education such as GED programs and college selection	259
f. Job training	101
g. Substance abuse prevention	466
h. Substance abuse treatment	10
i. Child abuse and neglect services	7
j. Domestic violence services	7
k. Child support assistance	69
l. Health education	466
m. Assistance to families of incarcerated individuals	31
n. Parenting education	3,754
o. Relationship/marriage education	211
C.47 Of these, the number that received at least one of the services listed above	3,854

Father involvement

C.48 Does the program have organized and regularly scheduled activities designed to involve fathers / father figures?	Yes
	# of children at end of enrollment
a. Number of enrolled children whose fathers / father figures participated in these activities	236

Homelessness services

	# of families
C.49 Total number of families experiencing homelessness that were served during the enrollment year	1
	# of children
C.50 Total number of children experiencing homelessness that were served during the enrollment year	1
	# of families
C.51 Total number of families experiencing homelessness that acquired housing during the enrollment year	1

Foster care and child welfare

	# of children
C.52 Total number of enrolled children who were in foster care at any point during the program year	46
C.53 Total number of enrolled children who were referred to Head Start/Early Head Start services by a child welfare agency	46

Collaboration Agreements

Local education agency (LEA)

	# of LEAs
C.54 Number of LEAs in the service area	15
C.55 Number of formal agreements the program has with LEAs:	# of formal agreements
a. To coordinate services for children with disabilities	15
b. To coordinate transition services	0

Public school pre-kindergarten programs

C.56 Does the program have formal collaboration and resource sharing agreements with public school pre-kindergarten programs?	No

Part C agencies

	# of Part C Agencies
C.57 Number of Part C agencies in the program's service area	3
	# of formal agreements
a. Number of formal agreements the program has with Part C agencies to coordinate services for children with disabilities	3

Child welfare agencies

C.58 Does the program have formal collaboration agreements with child welfare agencies?	Yes
	# of formal agreements
a. If yes, the number of formal agreements in which the program is currently participating	14

REPORTING INFORMATION

PIR Report Status	Completed

AI-34276 **Head Start 14. E.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Training and Technical Assistance (T-TA) Plan

BACKGROUND

Policy Council Approval: 09.17.12

Attachments

T-TA Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:13 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:16 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 17, 2012

SUBJECT: Discussion/Approval of the Training and Technical Assistance (T-TA) Program Plan

RATIONALE/NEED: The Training and Technical Assistance Program Plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Training and Technical Assistance Plan

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INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the symptoms of alcohol and substance abuse.	Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles.	Daniel Rodriguez, Education Specialist Rio Grande Valley Council, Inc.	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands "If you suspect-you report"	Participants will be provided with necessary training as required by the Texas Family Code 745.8551 and the Head Start Performance Standards.	Janie Ramirez, Administrative Assistant	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive, review and acknowledge the Hidalgo County Head Start mandated policies as required by federal, state and local regulations.	To comply with federal, state and local regulations participants will review and acknowledge the mandated policies listed below: -Civil Rights Act -Standards of Conduct -Confidentiality Policy -Reporting Child Abuse and Neglect Policy -Discipline and Guidance Policy -Dress Code Policy -Hidalgo County Drug and Alcohol Policy -Hidalgo County Sexual Harassment -Hidalgo County Absence Control Policy -Hidalgo County Ethics Policy -TB Questionnaire	Janie Ramirez, Administrative Assistant	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and address sexual harassment in the workplace.	The presenter will provide information to Head Start employees on how to recognize and prevent incidents of sexual harassment.	Ofelia de los Santos, Office of Catholic Social Services	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and utilize preventive measures to promote a safer work environment.	Participants will be able to define and respond appropriately to work violence.	Armando Guzman, Hidalgo County Safety Officer Supervisor	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review options available to them on asset allocations and make decisions regarding their Head Start Retirement Plan.	Participants will select investment options from a listing of Mainstay Fund allocations based on a review of all options by the presenter.	Tony De Leon, CLU, CFP, MSFS New York Life	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify how to prevent slip, trip and fall accidents and will also review procedures on reporting work related injuries.	The presenter will discuss the following: -Workers' Comp. Procedures -Accident Causes -General Safety Rules -Slips, Trips and Falls -Back Care and Safe Lifting -Ladder Safety -Using PPE -Fire Extinguisher -CPR/First Aid Training -Safe Driving -Vehicle Maintenance	Noemi Flores, Risk Management Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to adhere to the Civil Service Commission Rules and Regulations.	The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions.	Janie Ramirez, Administrative Assistant	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework.	Participants will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA).	Helen Meave, Education Coordinator	1. Caring for Pre-School Children Curriculum, Volumes I & II 2. Power Point Presentation 3. Essentials to complete course work.	$500.00 per person	12-18 Months	Training Calendar Syllabus Final CDA Assessment
Participants will be provided with information and resources that will enable them to be part of the decision making process.	The Leadership Training is provided to prepare elected parents for their roles at the center committees and the Policy Council if elected.	Teresa Flores, Executive Program Director Irma Pena, Family Services Director		$ 8,300	Sept. 22, 2012	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute.	Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized.	Consultant		$ 16,000	Oct.19-21, 2012	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Elvira Segura, Family Services Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Azalia Rios, Family Services Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify the different volunteer opportunities and the requirements to become a volunteer.	Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.	Head Start Executive Team Members	1. PC 2. Power Point Presentation	$ 8,200	Aug. 28-31, 2012	Training Calendar Survey Evaluation
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals.	Irma Pena, Family Services Director	1. PC 2. Power Point Presentation	$ 8,700	Nov. 16, 2012	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition.	Irma Pena, Family Services Director			March 8, 2013	Training Calendar

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and select healthier food choices with the use of My Plate Guidelines.	Participants will receive guidance on how to implement and promote a healthy life style including healthy food choices with the use of the My Plate Initiative.	Christian Barajas, Child Nutrition Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to locate and utilize Child Nutrition Program required information.	The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of presentation will be provided.	Gilbert Silva, Child Nutrition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement Performance Standards and relate them to the Program Plan.	Participants will actively listen and review the Performance Standards and Program Plan.	Gilbert Silva, Child Nutrition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive Food Handler's Certification required by Hidalgo County Health and Human Services Department.	The presenter will provide information on how to maintain proper safety and sanitation on the workplace to prevent food safety errors.	Hidalgo County Health and Human Services Department	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify critical control points within food received and consumed.	Participants will actively participate in a question and answer session. Critical information will be provided in order to maintain food from being contaminated from point of receiving to point of consumption.	Gilbert Silva, Child Nutrition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will have a better understanding of the Mental Health Process and its purpose.	Participants will take part in discussion describing each step of the Mental Health Process. They will also define inappropriate situations where the Mental Health Process should not be implemented.	Noe Hernandez, Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will acquire techniques and obtain information on developing and maintain healthy self-esteem.	Participants will be involved in a discussion describing healthy self-esteem vs. unhealthy self-esteem and will participate in the six step method to develop healthy self-esteem.	Noe Hernandez, Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will have a better understanding of the importance of teaching social-emotional skills and problem solving.	Participants will in involved in an active discussion on problem solving techniques that children might use in order to find a solution to their problem.	Noe Hernandez, Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will learn about the importance of using visuals to teach, the difference between program-wide expectations vs. classroom rules and strategies to teach rules and expectations.	Participants will be participating in a discussion describing the importance of visuals while teaching expectations to children in a developmentally appropriate manner.	Noe Hernandez, Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will define the importance of responsible fatherhood.	The Fatherhood Conference for Hidalgo County Head Start Program was initiated to encourage fathers to support their positive involvement in the lives of their children. Sessions on parenting skills and promoting involvement of fathers in their children's schooling will be provided.	Lupita Valdez, Health Services Director Noe Hernandez, Mental Health Coordinator	1. Appropriate place for the conference. 2. PC 3. Power Point Presentation	$ 8,500	Feb. 21, 2013	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Transition and Community Partnership						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the steps in the transition process.	The steps in the transition process will be reviewed. Guidance for appropriate documentation will be provided.	Ramiro Silva, Community Partnership and Transition Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Partnership services for children, families and pregnant women.	The Networking Meeting is designed to develop community partnership supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		$ 1,600	Aug 23, 2012	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards.	Lupita Valdez, Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to read and understand local and state immunization requirements.	The presenter will provide and discuss local and state immunization requirements.	Delia Garza, TVFC Educator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will have a better understanding of how to appropriately conduct a staffing meeting.	Participants will take part in a discussion and will be provided with examples and ideas on how to conduct a staffing.	Lupita Valdez, Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will have a better understanding of the Head Start Health Services Department Procedures.	Participants will take part in a discussion related to Health Policies, Procedures and Medications.	Lupita Valdez, Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review the policies and procedures in the area of *Transportation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review the policies and procedures in the area of *Warehouse operation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare cleaners and chemicals used for sanitizing.	An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the required office procedures and processing of required documentation for purchases.	A comprehensive explanation of departmental operating procedures will be made.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Finance						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Fiscal staff will implement bar-coding of all fixed assets and conduct annual inventories as well as maintain all inventory control records.	The training will focus on the initial set up of the software and hardware as well as implementation.	Consultant, Computer Directions LLC.	1. PC with FATS software 2. Hand held scanners	$ 3,149		Training Calendar Survey Evaluation
Fiscal staff will scan and store timesheets and source documents including requisitions, purchase orders and invoices.	All documents will be in digital format for faster and easier lookup as well as reducing auditing time.	Elma Keller, CFO	1. PC 2. Scanners 3. External Hard Drives	$ 2,000		Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Luis Echeverria, Attorney Disability Rights Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement the Head Start Performance Standards in the area of disability.	An overview of the Performance Standards and Special Services Program Plan will be presented to the staff via a power point presentation.	Connie Horta, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Luis Echeverria, Attorney Disability Rights Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer the Speech Screening Tool to children in an effort to identify children who require further evaluation.	This tool screens children to find out if their sound acquisition, voice and fluency is reflective to their developmental age. Handouts will be provided to staff.	Pat Doria, MA, CCC-SLP Melody Kids Care	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to correctly complete required Special Services Reports.	An overview if the Special Services Program Reports will be presented to the audience. Handouts will also be provided.	Connie Horta, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and utilize the Education Services Program Plan to implement the Performance Standards.	Participants will actively listen and review the Performance Standards and Program Plan.	Homero Carrera Sandra Renteria Susie Saenz Janie Navarro, Education Area Directors	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be provided with information on the new Head Start Mandate concerning school readiness requirements and expectations.	Participants will take part in a discussion describing the Head Start School Readiness mandates and will be informed on the Hidalgo County Head Start Program Readiness Plan.	Janie Navarro, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to plan more effectively for classroom instruction ensuring that each child's specific need, based on child assessment data, are being met.	Participants will be able to apply an effective individualization design to ensure that we comply with program standards on individualization and analyzing child assessment data.	Helen Meave, Education Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be provided with information on phonological awareness to be able to plan more effectively for classroom instruction.	Participants will actively participate in sharing ideas and strategies to implement activities in the classroom.	Nadia Gutierrez Mirna Espinoza, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will learn innovative strategies to use when teaching mathematics in Spanish in the classroom.	Participants will be involved in a discussion in Spanish as they learn new CIRCLE math strategies to implement in the classroom.	Ana Villarrutia Blanca Duarte, HCHSP Center Manager and Teacher	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will become acquainted with new ideas and techniques that can be used in the classroom to teach math and science concepts.	Participants will understand the Domain Elements of: -Scientific skills & Method -Science Knowledge -Relationships with family and the community	Homero Carrera, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will review the Head Start Positive Outcomes and be able to address the outcomes in the instructional process.	Participants will review additional domains added to the Outcomes Framework and will participate and learn about activities that relate specifically to *Language Development and Literacy Knowledge and Skills*.	Sandra Renteria, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will review the Head Start Positive Outcomes and be able to address the outcomes in the instructional process.	Participants will review additional domains added to the Outcomes Framework and will participate and learn about activities that relate specifically to *Social and Emotion al Development*.	Helen D. Meave, Education Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will review the Head Start Positive Outcomes and be able to address the outcomes in the instructional process.	Participants will review additional domains added to the Outcomes Framework and will participate and learn about activities that relate specifically to *Mathematics Knowledge and Skills and Creative Arts Expression*.	Azucena Saenz, Education Are Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will acquire an understanding of the Framework Domain: Physical Development and Health and its elements.	Participants will review the domain an its elements to be able to make connections with Lap-D, Frameworks, Pre-K Guidelines, and plan instruction so that all children receive a quality education.	Janie Navarro, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will become familiarized with the revised Head Start Positive Outcomes and be able to address the outcomes in the instructional process.	The presenter will explain the additional domains added to the Outcomes Framework and will provide strategies that relate specifically to *Approaches to Learning*.	Eduarda Trejo, Education Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement developmentally appropriate instructional strategies to ensure that dual language learners develop their receptive and expressive communication skills.	Participants will understand the needs of dual language learners and be able to align the instruction with the English Language Development domain of the Head Start Framework.	Janie Navarro, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will acquire an understanding of C.L.A.S.S.: Concept Development Dimension to be able to implement instructional strategies to ensure children are being provided with appropriate concept development skills.	Participants will review C.L.A.S.S.: Dimension: Concept Dev. Indicators: Analysis and reasoning integration.	Janie Navarro, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will acquire an understanding of C.L.A.S.S.: Concept Development Dimension to be able to implement instructional strategies to ensure children are being provided with appropriate concept development skills.	Participants will review C.L.A.S.S.: Dimension: Concept Dev. Indicators: *Creating connections to the real world.*	Helen Meave, Education Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be provided with an understanding of "Quality of Feedback" sections of the Classroom Assessment Scoring System.	Participants will take part in a discussion to understand methods of scaffolding for students and strategies to engage children in conversations to enhance their learning and thinking skills.	Eduarda Trejo, Education Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be provided with an understanding of "Quality of Feedback" sections of the Classroom Assessment Scoring System.	Participants will acquire strategies to help children get a better understanding of what they are learning and to provide better feedback and encouragement to children for their work.	Homero Carrera, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will acquire an understanding of C.L.A.S.S.: Language Modeling domain to be able to implement instructional strategies to ensure children are being provided with appropriate concept development skills.	Participants will review C.L.A.S.S.: Domain: Language Dev. Indicators: *Frequent Conversation.*	Azucena Saenz, Education Area Director	1. PC 2. Internet Connection		Pre-Service	Training Calendar Survey Evaluation
Participants will acquire an understanding of C.L.A.S.S.: Language Modeling domain to be able to implement instructional strategies to ensure children are being provided with appropriate concept development skills.	Participants will review C.L.A.S.S.: Domain: Language Dev. Indicators: *Repetition and Extension, Self and Parallel Talk and Advanced Language*.	Sandra Renteria, Education Area Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

AI-34274 **Head Start 14. F.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Hidalgo County Head Start Program Area Distribution for 2012-2013

BACKGROUND

Policy Council Approval: 09.17.12

Attachments

Area Distribution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/17/2012 10:13 AM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Linda Galaviz Started On: 09/17/2012 09:06 AM

Final Approval Date: 09/21/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 17, 2012

SUBJECT: Discussion/Approval of the Hidalgo County Head Start Program Area Distribution for 2012-2013

RATIONALE/NEED: The Hidalgo County Head Start Program Area Distribution reflects the total enrollment of three-thousand six-hundred ninety (3,690) children.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Area Distribution 2012-2013

****

INITIATED BY: Nora S. Munoz, Assistant Program

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Area Distribution 2012 - 2013

Number of Centers: 43 Number of Classrooms: 197	Number of Children: 3690 Number of Center Managers: 36	Number of Facilitators: 15 Number of Support Service Assistants: 58

Area 1			Area 2		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
LA JOYA	5	94	ALTON	5	100
PALMVIEW I	5	100	WESTERN ROAD	3	57
PALMVIEW II	8	160	MCALLEN IV	3	51
SULLIVAN	5	94	MCALLEN VI	3	51
PALMVIEW III	6	120	MISSION I	4	80
			MISSION II	8	148
			MISSION IV	3	55
			MISSION III	3	51
TOTAL:	29	568	TOTAL:	32	593
Area 3			**Area 4**		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
AUSTIN (A-1)	7	135	ALAMO	6	117
MCALLEN V	3	57	DONNA I	8	136
VINE TERRACE	3	57	DONNA II	3	60
PHARR	5	94	DONNA IV	2	33
LAS MILPAS I	6	114	SAN JUAN I	3	54
LAS MILPAS II	3	51	SAN JUAN II	10	179
HIDALGO	3	54	SAN CARLOS	4	80
TOTAL:	30	562	TOTAL:	36	659
Area 5			**Area 6**		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
ELSA	3	57	EDCOUCH	10	182
LA HERENCIA	3	52	EDINBURG I	3	57
MERCEDES I	6	117	EDINBURG II	2	34
MERCEDES II	2	34	EDINBURG III	3	51
MONTE ALTO	2	37	EDINBURG IV	10	194
PROGRESO	3	57	EDINBURG V	8	154
WESLACO I	4	77	U.T.P.A.	2	34
WESLACO II	4	74			
WESLACO III	5	97			
TOTAL:	32	602	TOTAL:	38	706

Policy Council Approval:
Comm. Court Approval:

Rev. 08/30/2012

AI-34135 **WIC 15. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

1. WIC (1292)

a. Approval to accept the FY 2013 WIC Adm grant award (No. 2013-042599-001) in the amount of $5,514,655.00, commencing October 1, 2012 - March 31,2013 pending receipt of contract documents.

b. Requesting authorization to continue the provision of WIC services for FY 2013 commencing October 1, 2012-March 31, 2013.

c. Approval of Certification of Revenues as certified by the County Auditor for the FY 2013 WIC Adm. Grant.

d. Approval of appropriation of funds for the FY 2013 WIC Adm Grant.

e. Approval of FY 2013 WIC Adm. Grant Salary schedule.

2. WIC BF (1292)

a. Approval to accept the FY 2013 WIC BF Peer Counselor grant award (No. 2013-042599-001) in the amount of $427,708.00, commencing October 1, 2012-March 31, 2013 pending receipt of contract documents.

b. Requesting authorization to continue the provision of WIC BF Peer Counselor Program for FY 2013 commencing October 1, 2012-March 31, 2013.

c. Approval of Certification of Revenues as certified by the County Auditor for the FY 2013 WIC BF Peer Counselor Grant.

d. Approval of appropriation of funds for the FY2013 WIC BF Peer Counselor Grant.

e. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade/Step
Delete	0019	Peer Counselor I	2/1
Delete	0024	Peer Counselor I	2/1
Delete	0029	Assistant BF Coordinator	13/2
Delete	0034	Lactation Consultant	14/1
Create	0035	Lactation Specialist	8/1

f. Approval of FY 2013 WIC BF Peer Counselor Grant Salary Schedule.

3. Registered Dietician (1292):

a. Approval to accept the FY 2013 WIC Registered Dietician grant award (No. 2013-042599-001) in the amount of $23,000.00, commencing October 1, 2012 - March 31, 2013 pending receipt of contract documents.

b. Requesting authorization to continue the provision of WIC Registered Dietician Program for FY 2013 commencing October 1, 2012-March 31, 2013.

c. Approval of Certification of Revenues as certified by the County Auditor for the FY 2013 WIC Registered Dietician Grant.

d. Approval of appropriation of funds for the FY 2013 WIC Registered Dietician Grant.

e. Approval of FY 2013 WIC Registered Dietician Grant Salary Schedule.

4. Lactation Services (1292):
a. Approval to accept the FY 2013 WIC Lactation Services grant award (No. 2013-042599-001) in the amount of $25,000.00, commencing October 1, 2012 - March 31,2013 pending receipt of contract documents.
b. Requesting authorization to continue the provision of WIC Lactation Services Program for FY 2013 commencing October 1, 2012-March 31, 2013.
c. Approval of Certification of Revenues as certified by the County Auditor for the FY 2013 WIC Lactation Services Grant.
d. Approval of appropriation of funds for the FY 2013 WIC Lactation Services Grant.
e. Approval of FY 2013 WIC Lactation Services Grant Salary Schedule.

5. WIC Mini Obesity Prevention Grant (1292)
a. Approval to accept the FY 2013 WIC Obesity Prevention grant award (No. 2013-042599-001) in the amount of $10,000.00, commencing October 1, 2012- March 31, 2013 pending receipt of contract documents.
b. Requesting authorization to continue the provision of WIC Mini Obesity Prevention Program for FY 2013 commencing October 1, 2012-March 31, 2013.
c. Approval of Certification of Revenues as certified by the County Auditor for the FY 2013 WIC Mini Obesity Prevention Grant.
d. Approval of appropriation of funds for the FY 2013 WIC Mini Obesity Prevention Grant.

BACKGROUND

Budget represents initial funding from the Texas Department of State Health Services.

No County Match-State Funds.

2.1292.441.00.350.001.3.xxx WIC Adm Grant
2.1292.441.00.350.002.3.xxx BF Peer Counselor Grant
2.1292.441.00.350.012.3.xxx Registered Dietician
2.1292.441.00.350.013.3.xxx Lactation Services Grant
2.1292.441.00.350.015.3.xxx WIC Mini Obesity Grant

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1292-441-00-350-001-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $5,514,655.00 for WIC Adm.

Revenue Acct# 2-1292-331-12-350-001-3-XXX

FISCAL YEAR: 2013 **ACCT. #:** 2-1292-441-00-350-002-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $427,708.00 for WIC BF Peer Counselor.

Revenue Acct# 2-1292-331-12-350-002-3-XXX

FISCAL YEAR: 2013 **ACCT. #:** 2-1292-441-00-350-012-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $23,000.00 for WIC Registered Dietician.

Revenue Acct# 2-1292-331-12-350-012-3-XXX

FISCAL YEAR: 2013 **ACCT. #:** 2-1292-441-00-350-013-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $25,000.00 for WIC Lactation Services.

Revenue Acct# 2-1292-331-12-350-013-3-XXX

FISCAL YEAR: 2013 **ACCT. #:** 2-1292-441-00-350-015-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $10,000.00 for WIC Mini Obesity

Revenue Acct# 2-1292-331-12-350-015-3-XXX

Attachments

2013 WIC Contracts
WIC Adm Budget Amendment
WIC B/F Peer Couns Budget Amendment
WIC Reg Dietician Budget Amendment
WIC Lactation Budget Amendment
WIC Mini Obesity Budget Amendment
Certification of Revenue
PARs
Fiscal Note
Salary Schedules

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/12/2012 08:44 AM
Human Resources	Sylvia Rios	09/20/2012 11:06 AM
Budget & Management	Merlen P. Munoz	09/20/2012 03:48 PM
Erika Zamora	Erika Zamora	09/21/2012 03:08 PM
Rosalinda Cantu	Erika Zamora	09/21/2012 03:17 PM
Sylvia Solis	Sylvia Solis	09/21/2012 05:01 PM
Sylvia Solis	Sylvia Solis	09/21/2012 05:01 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Margarita Gonzalez Started On: 09/10/2012 11:35 AM

Final Approval Date: 09/21/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

August 20, 2012

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health & Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

FY 2013 WIC contracts, effective dates October 1, 2012 through March 31, 2013, are currently being prepared and entered into our system. **Please note that this is an initial six month contract.** Midway through the six months time period the contract will be extended through September 2013 to cover the full year. This will happen with a formal contract amendment at which time the second six months of funding will be added to the contract. A breakdown of the total "not to exceed" is outlined in the table below. A copy of the contract will be sent out to agencies for signature once all have been entered in late September.

In order to help your agency with budgeting, we have provided you with the following initial six month funding amounts:

Project	Project Contact	Initial Amount	Type of Allocation		
			Admin	NE	BF
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	**$5,514,655.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$427,708.00**			X
Registered Dietician	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$23,000.00**	X	X	X
Obesity	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$10,000.00**		X	
Lactation Services	Hellen Sullivan hellen.sullivan@dshs.state.tx.us (512) 341-4591	**$25,000.00**			X
Total Contract "Not to Exceed" Amount		**$ 6,000,363.00**			

Please note that these are initial funding amounts. These amounts may be adjusted at any time during the contracting period. Your agency will be notified by Letter of Amendment for any adjustments to your funding. Letters of Amendments for the Dietetic Internship will be sent out separately at a later date.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* In order to capture all special project expenditures, continue to bill on a separate voucher even if you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

Remember to label each voucher with the specific project name you are billing for as well as listing allocations to Administrative, Nutrition Education (NE) and Breast feeding (BF) costs. Vouchers without allocations listed will not be applied toward your NE or BF expenditures. Grants that may only be allocated to one category will be applied to that category without any need for allocations.

This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy. Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above. Questions concerning billing should be directed to Alisin Genfan at (512) 776-3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

Mike Montgomery, Section Director
Nutrition Services Section

Attachment

AG

Special Projects*

Not all agencies are approved for all special projects. Please refer to cover letter.

Peer Counselor- This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences.

Please note, the peer counselor allocation in this contract is not your entire FY2012 allocation. The State Agency will provide the second six months funding once the contract is extended to a full year. This will happen through a contract amendment which will be sent out at a later date.

Allocations are made based upon the following criteria: number of pregnant and breastfeeding women served, retaining counselors established with previous discretionary funding, prevalence of serving rural and remote locations, and breastfeeding rates.

Registered Dietitian (RD) - Use this special funding for reimbursement of RD duties such as:

- Assisting with the Quality Assurance Program (i.e., ongoing evaluation of individual counseling, nutrition education classes, clinical procedures, etc.).
- Assisting with the implementation of Value Enhanced Nutrition Assessment (VENA).
- Providing staff training on nutrition-related topics and nutrition assessment procedures.
- Assisting with your local agency's WIC Certification Specialist Program.
- Developing and implementing a quality assurance program.
- Assisting with completion and application of the *Nutrition Education, Breastfeeding and Training Plan.*
- Providing high-risk individual counseling.
- Conducting facilitated discussion nutrition education classes.
- Consultation regarding the appropriate issuance of special formulas.
- Developing and implementing the Obesity Prevention Mini Grant.

Please note the following:

- All local agencies are required to have an RD on staff or on contract (*WIC Policy GA:14.0*).
- You must follow *Policy AC: 16.0 – Allowable Costs – Professional Contract Services*, when securing the services of an RD consultant via contract.
- Use a separate *State of Texas Purchase Voucher (form B-13)* to bill the state for RD services funded by this special allocation. Specify on the face of the voucher that this is reimbursement for an RD consultant or to defray the cost of a staff RD.
- Prior to contracting with the RD, the RD should provide you with a copy of his/her registration card from the Commission on Dietetic Registration. This is proof that the consultant is an RD.

The State Agency plans to reallocate any unused RD funds later this fiscal year. At that time, funds will be shifted from local agencies that have not used their funds to local agencies that need additional funding.

Obesity Prevention Mini Grant (OPMG) - OPMG funding may be used to pay for staff time and expenses related to the project as detailed in your accepted project budget. Please be advised that acceptance of your project does not relieve you of the responsibility to seek State Agency approval for a specific dollar threshold related to particular items if State Policy requires it.

Lactation Services- funds are being provided to help your agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contract or regular WIC employees. You will be reimbursed for the following expenses:

1. To reimburse local agencies for fees paid to:
   - Counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff.
   - Provide training to WIC staff, conduct special breastfeeding classes or support group sessions, or assist with WIC-sponsored workshops for health-care professionals.
2. To reimburse local agency staff for fees paid to prepare for (i.e., study materials) or take the International Board of Lactation Consultant Examiners (IBLCE) exam. See www.iblce.org for more information.
3. To pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra large breast pump flanges, and supplemental nursing systems.
4. To pay for staff reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools.
5. To pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump. Examples include chairs, pillows, stools, side table, lamps, peer counselor desk and chair, and dividers for privacy.

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

September 25, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$5,514,655.00	Award No. 2013-042599-001 NSS/WIC LOCAL AGENCY – WIC Funding
$ 427,708.00	Award No. 2013-042599-001 NSS/WIC LOCAL AGENCY – Peer Counselor
$ 23,000.00	Award No. 2013-042599-001 NSS/WIC LOCAL AGENCY – Registered Dietician
$ 25,000.00	Award No. 2013-042599-001 NSS/WIC LOCAL AGENCY – Lactation Services
$ 10,000.00	Award No. 2013-042599-001 NSS/WIC LOCAL AGENCY – Obesity

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/19/12
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 9/25/2012

CURRENT POSITION TITLE: Peer Counselor I Grade 2 Step 1 **CURRENT SLOT. #:** 002-019 & 002-024

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 20,049.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (20,049.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

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

TEMPORARY POSITIONS:

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

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

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

Vacant positions not needed.

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

See Attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura L Leyva DEPARTMENT HEAD	9/20/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez /ypc HUMAN RESOURCES DIRECTOR	09.20.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/20/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 9-25-2012

CURRENT POSITION TITLE: Assistant BF Coordinator Grade 13 Step 2 **CURRENT SLOT. #:** 002-029

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 48,383.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (48,383.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Vacant position not needed.

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

See Attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/20/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	09-20-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/21/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 9/25/2012

CURRENT POSITION TITLE: Lactation Consultant Grade 14 Step 1 **CURRENT SLOT. #:** 002-034

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 50,487.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (50,487.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☒
Non-Exempt ☐

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

Vacant position not needed.

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

See Attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC / 350-002 **DATE:** 9-25-12

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~247~~ 035

REQUESTED POSITION TITLE: Lactation Specialist Grade 8 Step 1
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ ~~32,000.00~~ 31.815.00 (Proposed Budgeted Salary) $ 31,815.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

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

TEMPORARY POSITIONS:

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

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

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

Need IBCLC help with Baby Cafe.

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

See job description attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Manuel L. Laqueria A.A.	DEPARTMENT HEAD	9-10-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2. Esther A. Cortez /HR	HUMAN RESOURCES DIRECTOR	09-20-12 DATE	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/24/2012 DATE	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-3

AI - 34135

WIC ADMIN

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	112	WIC DIRECTOR				$98,280.00	$98,280.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$100,260.00
0002	113	AREA COORDINATOR III	18	1	$68,687.00	$68,687.00	$69,669.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$70,869.00
0003	113	AREA COORDINATOR II	16	3	$63,010.00	$63,010.00	$63,656.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$64,676.00
0005	113	EXECUTIVE ASSISTANT II	13	1	$46,747.00	$46,747.00	$46,747.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$48,067.00
0008	113	REGISTERED DIETITIAN II	14	1	$50,487.00	$50,487.00	$50,783.00	$780.00	$0.00	$0.00	$0.00	$0.00	$51,563.00
0010	113	NUTRITIONIST I	11	2	$41,481.00	$41,481.00	$41,895.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,895.00
0011	113	NUTRITIONIST II	13	1	$46,747.00	$46,747.00	$46,747.00	$540.00	$0.00	$0.00	$0.00	$0.00	$47,287.00
0012	113	ACCOUNTANT IV	14	4	$55,788.00	$55,788.00	$55,788.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$57,768.00
0013	113	REGISTERED DIETITIAN I	12	4	$47,829.00	$47,829.00	$48,434.00	$300.00	$0.00	$0.00	$0.00	$0.00	$48,734.00
0014	113	NUTRITIONIST I	11	6	$47,093.00	$47,093.00	$47,093.00	$660.00	$0.00	$0.00	$0.00	$0.00	$47,753.00
0017	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,664.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$45,864.00
0018	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0019	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,324.00
0020	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,144.00
0021	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$540.00	$0.00	$0.00	$0.00	$0.00	$45,204.00
0022	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,287.00	$960.00	$0.00	$0.00	$0.00	$0.00	$45,247.00
0023	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$540.00	$0.00	$0.00	$0.00	$0.00	$45,339.00
0024	113	LICENSED VOCATIONAL NURSE II	11	5	$45,690.00	$45,690.00	$45,690.00	$840.00	$0.00	$0.00	$0.00	$0.00	$46,530.00
0025	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,489.00	$840.00	$0.00	$0.00	$0.00	$0.00	$44,329.00
0026	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,184.00
0027	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$42,884.00	$900.00	$0.00	$0.00	$0.00	$0.00	$43,784.00
0028	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,824.00
0029	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,481.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,481.00
0030	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,244.00
0031	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$900.00	$0.00	$0.00	$0.00	$0.00	$45,699.00
0032	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0033	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0034	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,884.00
0035	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0036	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0037	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,844.00	$720.00	$0.00	$0.00	$0.00	$0.00	$42,564.00
0039	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$42,745.00
0040	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$780.00	$0.00	$0.00	$0.00	$0.00	$42,505.00
0041	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$600.00	$0.00	$0.00	$0.00	$0.00	$42,325.00
0042	113	VENDOR LIASON	12	1	$43,284.00	$43,284.00	$43,284.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$44,424.00
0044	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,438.00
0045	113	WIC CRTFCTN SPECIALIST III	9	4	$37,969.00	$37,969.00	$38,540.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$40,520.00
0047	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0048	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$38,280.00
0049	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$38,460.00
0050	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$39,180.00
0051	113	WIC CERTIFICATION SPECIALIST I	5	4	$27,908.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,908.00
0053	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0054	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0055	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0057	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$36,280.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-3

AI - 34135

WIC ADMIN

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	
0058	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$36,400.00
0059	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,740.00
0060	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$900.00	$0.00	$0.00	$0.00	$0.00	$30,358.00
0061	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,079.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,099.00
0062	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,980.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$33,720.00
0063	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,921.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$33,361.00
0064	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,849.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$33,229.00
0065	113	CLINIC AIDE III	5	8	$31,444.00	$31,444.00	$31,596.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$32,796.00
0066	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,888.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,668.00
0067	113	WIC CRTFCTN SPECIALIST II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$32,660.00
0068	113	WIC CRTFCTN SPECIALIST II	7	2	$30,489.00	$30,489.00	$30,633.00	$900.00	$0.00	$0.00	$0.00	$0.00	$31,533.00
0069	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0070	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,658.00
0071	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,951.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,731.00
0073	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$840.00	$0.00	$0.00	$0.00	$0.00	$30,629.00
0074	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,929.00
0075	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,658.00
0076	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,778.00
0077	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,778.00
0078	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,998.00
0079	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,792.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,872.00
0080	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,024.00
0081	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,194.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,034.00
0082	113	CLINIC AIDE III	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0083	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,976.00
0084	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,831.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,551.00
0085	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$26,336.00
0086	113	MAINTENANCE III	5	4	$27,908.00	$27,908.00	$28,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,600.00
0087	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$28,104.00
0088	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$28,044.00
0089	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,804.00
0090	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,564.00
0091	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0092	113	CLERK III	5	2	$26,140.00	$26,140.00	$26,140.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,980.00
0094	113	COURIER	2	11	$27,069.00	$27,069.00	$27,069.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,549.00
0095	113	CLINIC AIDE III	5	2	$26,140.00	$26,140.00	$26,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,140.00
0096	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0097	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0098	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0099	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,585.00
0100	113	CLERK II	3	5	$24,685.00	$24,685.00	$24,685.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,985.00
0101	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,585.00
0102	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,103.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,703.00
0103	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,974.00	$900.00	$0.00	$0.00	$0.00	$0.00	$24,874.00
0104	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,927.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,527.00
0105	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-3

AI - 34135

WIC ADMIN

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	
0106	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0107	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0108	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0109	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0110	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0111	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0112	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0113	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0114	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0115	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0116	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$840.00	$0.00	$0.00	$0.00	$0.00	$24,009.00
0117	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0118	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0119	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0120	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0121	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0122	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0123	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0124	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0125	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$900.00	$0.00	$0.00	$0.00	$0.00	$24,069.00
0126	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0127	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0128	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0129	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$660.00	$0.00	$0.00	$0.00	$0.00	$23,829.00
0130	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0131	113	CLERK I	1	4	$20,514.00	$20,514.00	$20,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,640.00
0132	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0133	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0134	113	CUSTODIAN II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0135	113	CUSTODIAN II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0136	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0137	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0138	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0139	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0140	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0141	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$900.00	$0.00	$0.00	$0.00	$0.00	$23,311.00
0142	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0143	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0144	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0145	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0146	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0147	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0148	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0149	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0150	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0151	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

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AI - 34135

WIC ADMIN

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0152	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0153	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0154	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0155	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0156	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0157	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0158	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0159	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0160	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0161	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,596.00
0162	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0163	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0165	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0166	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,013.00
0167	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0168	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0169	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0170	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0171	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,596.00
0172	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,013.00
0173	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0174	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0175	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0176	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0177	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0178	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0179	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0180	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0181	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0182	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0183	114	CLERK II	3	3	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0185	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0186	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0187	114	CUSTODIAN I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0188	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0190	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0191	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0192	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0193	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0194	114	CUSTODIAN I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0195	114	CUSTODIAN I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0196	114	CUSTODIAN I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0197	114	CUSTODIAN I	1	4	$20,514.00	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0198	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0199	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0200	113	AREA COORDINATOR I	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00

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AI - 34135

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0201	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0202	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0203	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0204	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0205	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0206	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0207	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0209	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0210	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0211	113	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0212	113	REGISTERED DIETITIAN I	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
0213	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0214	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0215	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0216	113	NUTRITIONIST	11	3	$42,884.00	$42,884.00	$42,315.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,315.00
0218	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0219	113	COORDINATOR IV	15	1	$54,526.00	$54,526.00	$54,600.00	$480.00	$0.00	$0.00	$0.00	$0.00	$55,080.00
0221	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0222	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0223	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0224	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0225	113	REGISTERED DIETITIAN I	12	2	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0226	113	REGISTERED DIETITIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00
0227	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0228	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0231	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$480.00	$0.00	$0.00	$0.00	$0.00	$34,523.00
0233	113	REGISTERED DIETITIAN I	12	2	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0234	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0235	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0236	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0237	113	LICENSED VOCATIONAL NURSE I	9	1	$34,360.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
0238	114	CUSTODIAN I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0239	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0240	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,063.00
0241	113	WIC CERTIFICATION SPECIALIST I	5	1	$25,256.00	$25,256.00	$25,465.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,465.00
0242	113	NUTRITIONIST II	13	1	$46,747.00	$46,747.00	$46,747.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,107.00
0244	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0245	113	REGISTERED DIETITIAN II	14	1	$50,487.00	$50,487.00	$50,487.00	$300.00	$0.00	$0.00	$0.00	$0.00	$50,787.00
0246	113	PEER COUNSELOR MANAGER	6	1	$27,276.00	$27,276.00	$27,276.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,696.00
				TOTAL	$6,074,616.00	$6,172,896.00	$6,052,268.00	$83,100.00	$0.00	$0.00	$0.00	$0.00	$6,135,368.00

Grant renewal pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-002-3

AI - 34135

WIC BF

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	PEER COUNSELOR II	4	2	$24,203.00	$24,348.00	$24,348.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,828.00
0003	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0004	113	PEER COUNSELOR II	4	2	$24,203.00	$24,203.00	$24,203.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,923.00
0005	113	PEER COUNSELOR II	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0007	113	PEER COUNSELOR II	4	1	$23,385.00	$23,385.00	$23,385.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,745.00
0008	113	PEER COUNSELOR II	4	1	$23,385.00	$23,385.00	$23,385.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,805.00
0009	113	PEER COUNSELOR II	4	2	$24,203.00	$24,203.00	$24,203.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,503.00
0010	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0011	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0012	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0013	113	PEER COUNSELOR I	2	3	$21,453.00	$21,640.00	$21,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,640.00
0014	113	PEER COUNSELOR I	2	3	$21,453.00	$21,453.00	$21,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,640.00
0015	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0016	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0017	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0018	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
		DELETE THE FOLLOWING:											
~~0019~~	~~113~~	~~PEER COUNSELOR I~~	~~2~~	~~1~~	~~$20,049.00~~	~~$20,049.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0020	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0021	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0022	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0023	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
		DELETE THE FOLLOWING:											
~~0024~~	~~113~~	~~PEER COUNSELOR I~~	~~2~~	~~1~~	~~$20,049.00~~	~~$20,049.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0025	113	COMMUNITY PEER COUNSELOR	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0026	113	COMMUNITY PEER COUNSELOR	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0027	113	COMMUNITY PEER COUNSELOR	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0028	113	PEER COUNSELOR MANAGER	6	1	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		DELETE THE FOLLOWING:											
~~0029~~	~~113~~	~~ASSISTANT BREASTFEEDING COORDINATOR~~	~~13~~	~~2~~	~~$48,383.00~~	~~$48,383.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0030	113	PEER COUNSELOR II	4	2	$24,203.00	$24,203.00	$24,203.00	$660.00	$0.00	$0.00	$0.00	$0.00	$24,863.00
0031	113	COMMUNITY PEER COUNSELOR	5	2	$26,140.00	$26,140.00	$26,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,500.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-002-3

AI - 34135

WIC BF

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	
0032	113	PEER COUNSELOR I	2	1	$20,049.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0033	113	COMMUNITY PEER COUNSELOR	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
		DELETE THE FOLLOWING:											
~~0034~~	~~113~~	~~LACTATION CONSULTANT~~	~~14~~	~~1~~	~~$50,487.00~~	~~$50,487.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		CREATE THE FOLLOWING:											
0035	113	LACTATION SPECIALIST	8	1	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$688,580.00	$688,912.00	$598,193.00	$4,560.00	$0.00	$0.00	$0.00	$0.00	$602,753.00

Approval to delete and/or create the above highlighted full-time positions.
All personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-012-3

AI - 34135

REGISTERED DIETITIAN

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	REGISTERED DIETITIAN I	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
					$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00

Grant renewal pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-013-3

AI - 34135

LACTATION SERVICES

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	COORDINATOR IV	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00
					$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00

Grant renewal pending CC approval.

AI-34214 **Right of Way 16. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and Approval to purchase a certain tract of land also known as Parcel 2 for the Tower Road Corner Clip Project. (Pct. 2)

BACKGROUND

Refer to transfer AI #34319 on 9/25/12 consent

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-711

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

BUDGETARY IMPACT:

Refer to AI #34319.

Attachments

CC- Parcel 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/13/2012 02:57 PM
Olga Garza	Olga Garza	09/21/2012 03:29 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Rebecca Gomez Started On: 09/13/2012 02:34 PM

Final Approval Date: 09/21/2012

COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Lupe Rodriguez
Right Of Way Agent

DATE: June 26, 2012

RE: Tower Road Corner Clip Project (Parcel 2)
Herlinda Aguilar Wilkinson
2425 Ashdale Dr. # 72
Austin, Texas 78757

Attached, please find an appraisal on the above mentioned parcel for the Tower Road Corner Clip project. Included is the letter of offer, the Appraisal Report and a Counter Offer letter provided by the property owner.

Please approve for closing.

Appraised Value:	$ 160.00
Counter offer:	$ 1,000.00
Difference:	$ 840.00

Approved: _____

Not Approved: _____

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

May 25, 2011

William V. & Herlinda A. Wilkinson
1109 W. Cooper
Edinburg, Texas 78539

RE: Tower Road Improvements Project (Parcel 2)
A 0.010 acre tract of land of which .0003 acre lies within the existing, lies within an exclusive 15.00 foot North Alamo Water Supply Corporation water line easement leaving a proposed bet taking of 0.010 acres , all out of Lot 3 Wilkinson Subdivision , Hidalgo County, Texas, as per Warranty Deed with Vendor's Lien, dated October 31, 1985
(.010 Acres Net taking.)

Dear ,

The Commissioners' Court of Hidalgo County has authorized me to make an offer of **$ 160.00** for the property to be acquired under the above captioned parcel for right of way purposes in connection with the Tower Road Project.

BREAKDOWN

Land 0.010 acres	@ $ 16,000 per acre	$ 160.00
TOTAL OFFER		**$ 160.00**

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you may need additional time to consider the offer, please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of right of way. Thereafter, the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners, a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award at which will be filed with the court. The Commissioners' Court may then deposit the amount of the award, at which time the County of Hidalgo may take possession of the property involved. If either you or the Commissioners' Court is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently tried before the County Court at Law as in other civil cases.

Should you have any questions or comments, please feel free to contact me at (956) 283-8134 Ext. 2407.

Sincerely yours,

Lupe Rodriguez
Right of Way Agent
Hidalgo County ROW Dept.

Cc: Commissioner Hector "Tito" Palacios, Jose N. Pena, Director of Right of Way

TO: Mr.Guadalupe "Lupe" Rodriguez

2401 n. Moorefield Road

Mission, TX 78572

Date: 5/16/12 Hand

FROM: Mrs. Herlinda A. Wilkinson

2425 Ashdale Dr. #72

Austin, TX 78757

RE: Reimbursement for Right of Way for Wilkinson Lot 3, North East Corner of Tower & Minnesota Roads

Mr. Rodriguez, enclosed is my copy of the Right of Way that I signed and sent to you on April 26, 2011. I never did hear from you, so I have once again made you a copy of what I sent and am resending this paperwork to you.

I have been to the property at least once a month this year and I cannot tell you how concerned I am about the amount of land that has been "shaved off the west and south sides of the property, not to mention that fact that the Right of Way Department is once again piling up huge mounds of dirt on LOT 3. The last time this happened to Wilkinson LOTS 1 and 2, I had to ask my brother to kindly bring his backhoe to remove the dirt. I did this on more than one occasion because the North Alamo Water Department was threatening to cut my water off each time that dirt was dumped on top of the water meter on LOT 1. They could not find it to read it. During prior excavations, drainage pipes were installed in front of LOT 2 and these excavations were left open for long periods of time, not to mentions the piles or mounds of dirt that were never leveled back to blend in with the yard. Once again, my brother had to do this for us. We were all upset because it seems that the Right of Way department does not pay attention to the details.

Mr. Rodriguez, the Right of Way Department has also made an egress into LOT 3, where it appears that mounds of caliche are being stored and worker vehicles and equipment have been parking.

In light of all of these things that have occurred to Wilkinson LOT 3, I am asking for at least $1000 for the piece that has been taken, for the Right of Way.

Sincerely,

H. A. Wilkinson

Mrs. Herlinda A. Wilkinson

(956) 551-1423

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located on the NEC of Tower Road and Minnesota Road, Hidalgo County Texas.
District: NA
Property Owner: William V. & Herlinda A. Wilkinson
ROW CSJ: NA
Address of Property Owner: 2425 Ashdale Drive #72, Austin, Texas 78757
Parcel: 2
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: Tower Road
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $160.00 as of March 11, 2011, based upon my independent appraisal and the exercise of my professional judgment; on March 11, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Ellen Sara & Samuel Children's Family Partnership LP, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on March 11, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No.2, or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

May 18, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

AI-34330 **Right of Way 16. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration of the use of Eminent Domain to condemn property on the following Parcels #1,2,8, and 14 for the Trenton Drain Project (GLO/TDRA Disaster Recovery Entitlement Grant Program: Contract # DRS010068) (a description of such parcels attached as Exhibit A,B,C, and D)

BACKGROUND

Attachments

ED- GLO/TDRA Parcels 1,2,8 &14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 03:02 PM
Olga Garza	Olga Garza	09/21/2012 04:55 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Rebecca Gomez Started On: 09/19/2012 01:18 PM

Final Approval Date: 09/21/2012

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.1 FEE SIMPLE

A 0.066 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 988919, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 5 FOR THE NORTHWEST CORNER OF THE FEDERICO SAENZ TRACT (THE EAST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1911505, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 81°28'09" W, 82.50 FEET FROM THE NORTHEAST CORNER OF LOT 5.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE FEDERICO SAENZ TRACT, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, A DISTANCE OF 82.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF NORTH ALAMO TERRACE (RECORDED IN VOLUME 23, PAGE 67, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF NORTH ALAMO TERRACE, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 5 FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 5, A DISTANCE OF 82.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.066 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 3, 2010

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

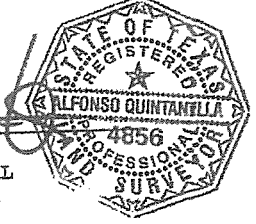
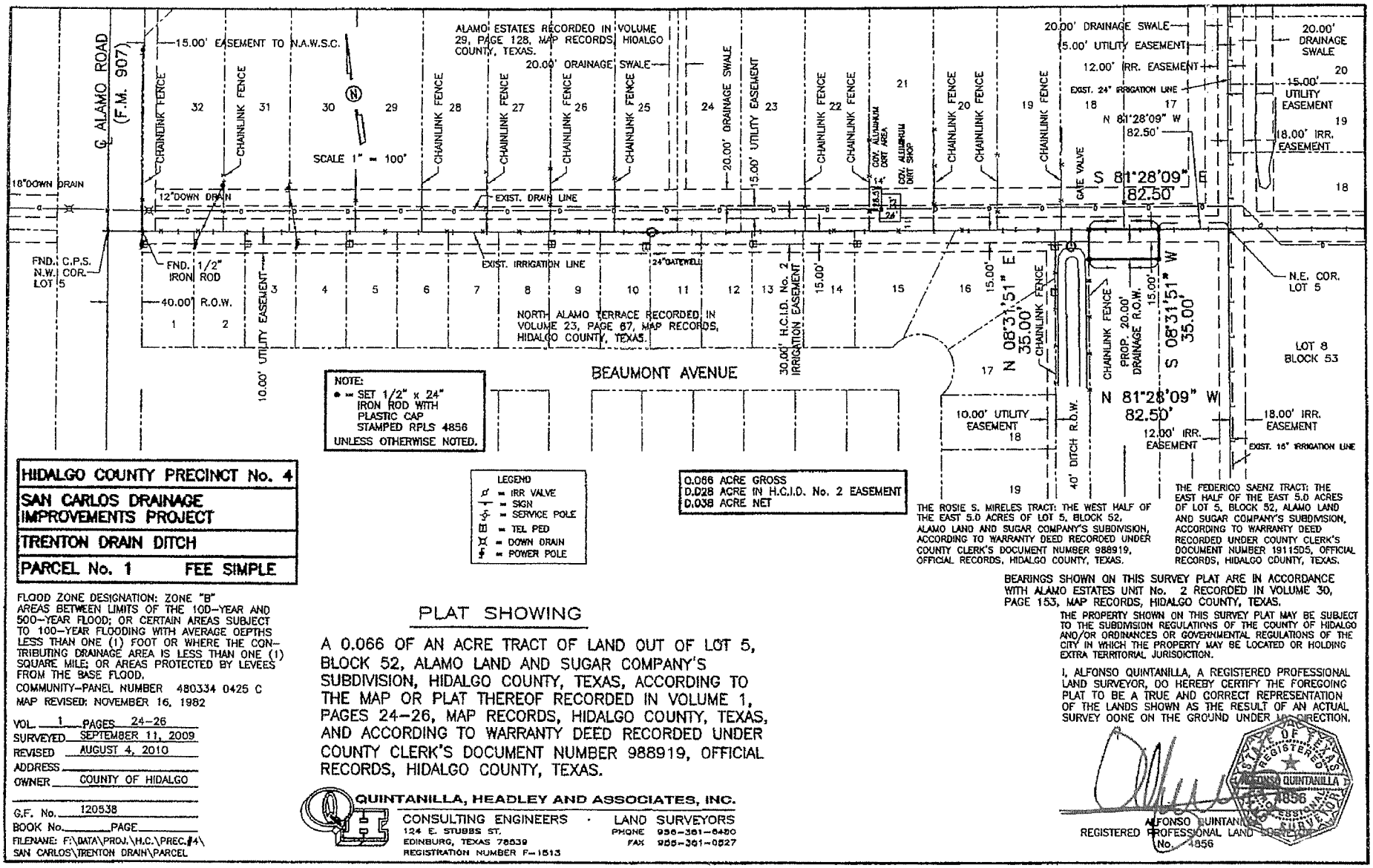


Exhibit
"A"



NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

LEGEND
- = IRR VALVE
- = SIGN
- = SERVICE POLE
- = TEL PED
- = DOWN DRAIN
- = POWER POLE

0.066 ACRE GROSS
0.028 ACRE IN H.C.I.D. No. 2 EASEMENT
0.038 ACRE NET

THE ROSIE S. MIRELES TRACT: THE WEST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 988919, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE FEDERICO SAENZ TRACT: THE EAST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1911505, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT
TRENTON DRAIN DITCH
PARCEL No. 1 FEE SIMPLE

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
REVISED AUGUST 4, 2010
ADDRESS
OWNER COUNTY OF HIDALGO

G.F. No. 120538
BOOK No. PAGE
FILENAME: F:\DATA\PROJ.\H.C.\PREC.#4\SAN CARLOS\TRENTON DRAIN\PARCEL

PLAT SHOWING

A 0.066 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 988919, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA No. 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
REGISTRATION NUMBER F-1513

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.2 FEE SIMPLE

A 0.066 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1911505, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOT 5 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 5, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, A DISTANCE OF 82.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE ROSIE E. MIRELES TRACT (THE WEST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 988919, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE ROSIE E. MIRELES TRACT, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 5 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 5, A DISTANCE OF 82.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.066 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

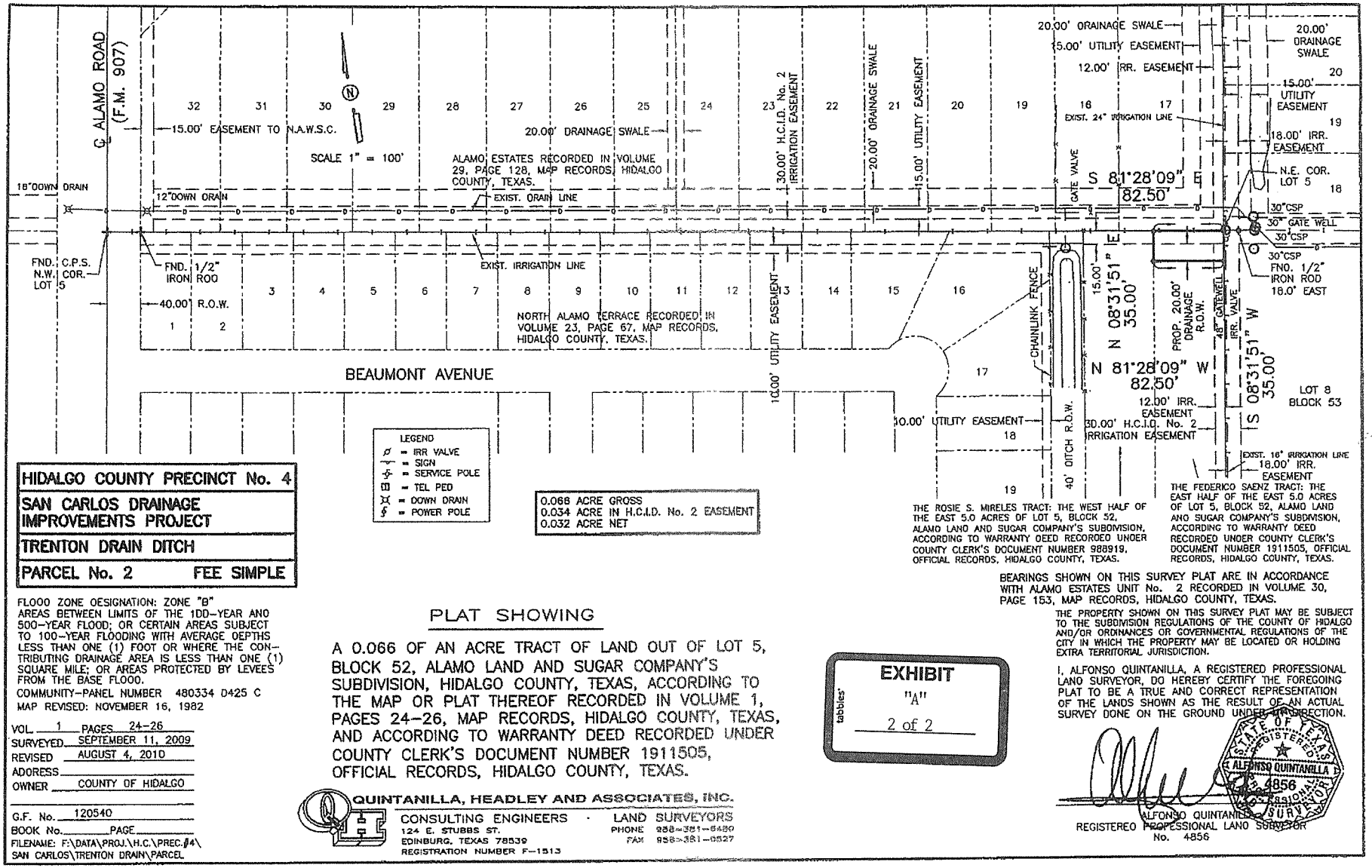
DATE PREPARED: August 3, 2010

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

Exhibit "B"

tabbies
EXHIBIT
"A"
1 of 2



LEGEND
- IRR VALVE
- SIGN
- SERVICE POLE
- TEL PED
- DOWN DRAIN
- POWER POLE

0.066 ACRE GROSS
0.034 ACRE IN H.C.I.D. No. 2 EASEMENT
0.032 ACRE NET

THE ROSIE S. MIRELES TRACT: THE WEST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 988919, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE FEDERICO SAENZ TRACT: THE EAST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1911505, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT
TRENTON DRAIN DITCH
PARCEL No. 2 FEE SIMPLE

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
REVISED AUGUST 4, 2010
ADDRESS
OWNER COUNTY OF HIDALGO

G.F. No. 120540
BOOK No. PAGE
FILENAME: F:\DATA\PROJ.\H.C.\PREC.#4\SAN CARLOS\TRENTON DRAIN\PARCEL

PLAT SHOWING

A 0.066 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1911505, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT "A" 2 of 2

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.8 (REVISED)
OWNER: BRADFORD W. SMITH

A 4.89 ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 879766, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 6 AND ON THE EAST RIGHT OF WAY LINE OF TOWER ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°28'09"E, 30.00 FEET FROM THE NORTHWEST CORNER OF LOT 6.

THENCE; S 81°28'09"E, ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 1,290.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF LOT 6 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51"W, ALONG THE EAST LINE OF LOT 6, A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

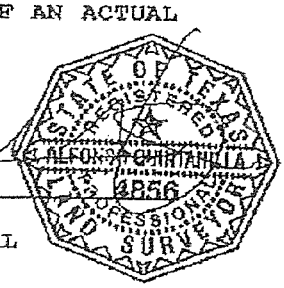
THENCE; N 81°28'09"W, A DISTANCE OF 1,290.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF TOWER ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51"E, ALONG THE EAST RIGHT OF WAY LINE OF TOWER ROAD, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.89 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

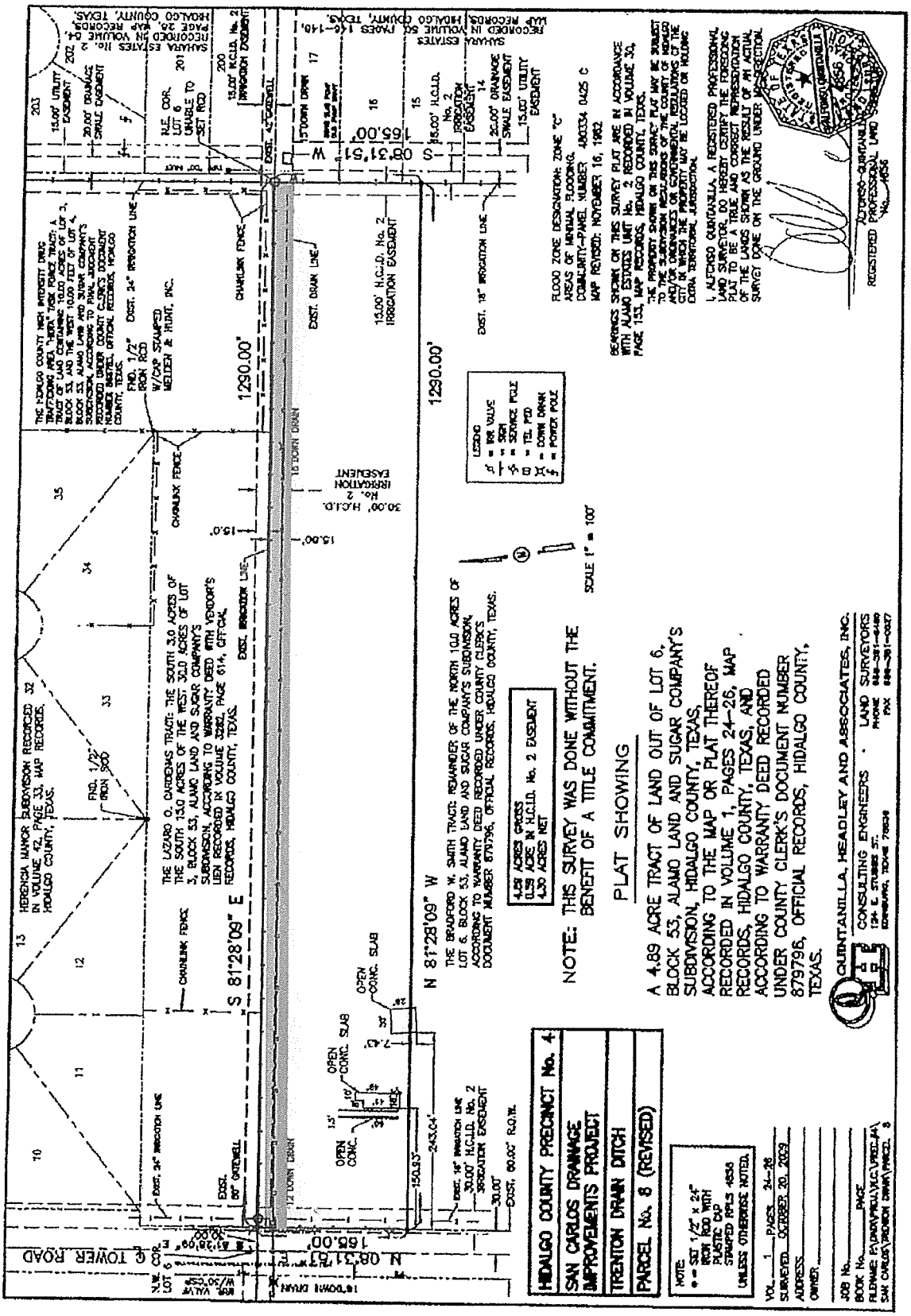


DATE PREPARED:October 20, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

Exhibit
"C"

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.14 TEMPORARY WORKING EASEMENT

A 0.217 OF AN ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE ANASTACIO SANCHEZ TRACT (THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817328, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°28'09" E, 993.31 FEET, AND N 08°31'51" E, 65.00 FEET FROM THE SOUTHWEST CORNER OF LOT 1.

THENCE; N 08°31'51"E, ALONG THE EAST LINE OF THE ANASTACIO SANCHEZ TRACT, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 83.53 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 06°38'21" W, A DISTANCE OF 30.02 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 231.55 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF A 30.0' HIDALGO COUNTY IRRIGATION DISTRICT No.2 IRRIGATION EASEMENT FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF SAID 30.0' HIDALGO COUNTY IRRIGATION DISTRICT No.2 IRRIGATION EASEMENT, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, A DISTANCE OF 230.56 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

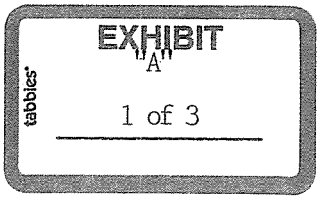


Exhibit
"D"

THENCE; N 06°38'21" E, A DISTANCE OF 30.02 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, A DISTANCE OF 84.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.217 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

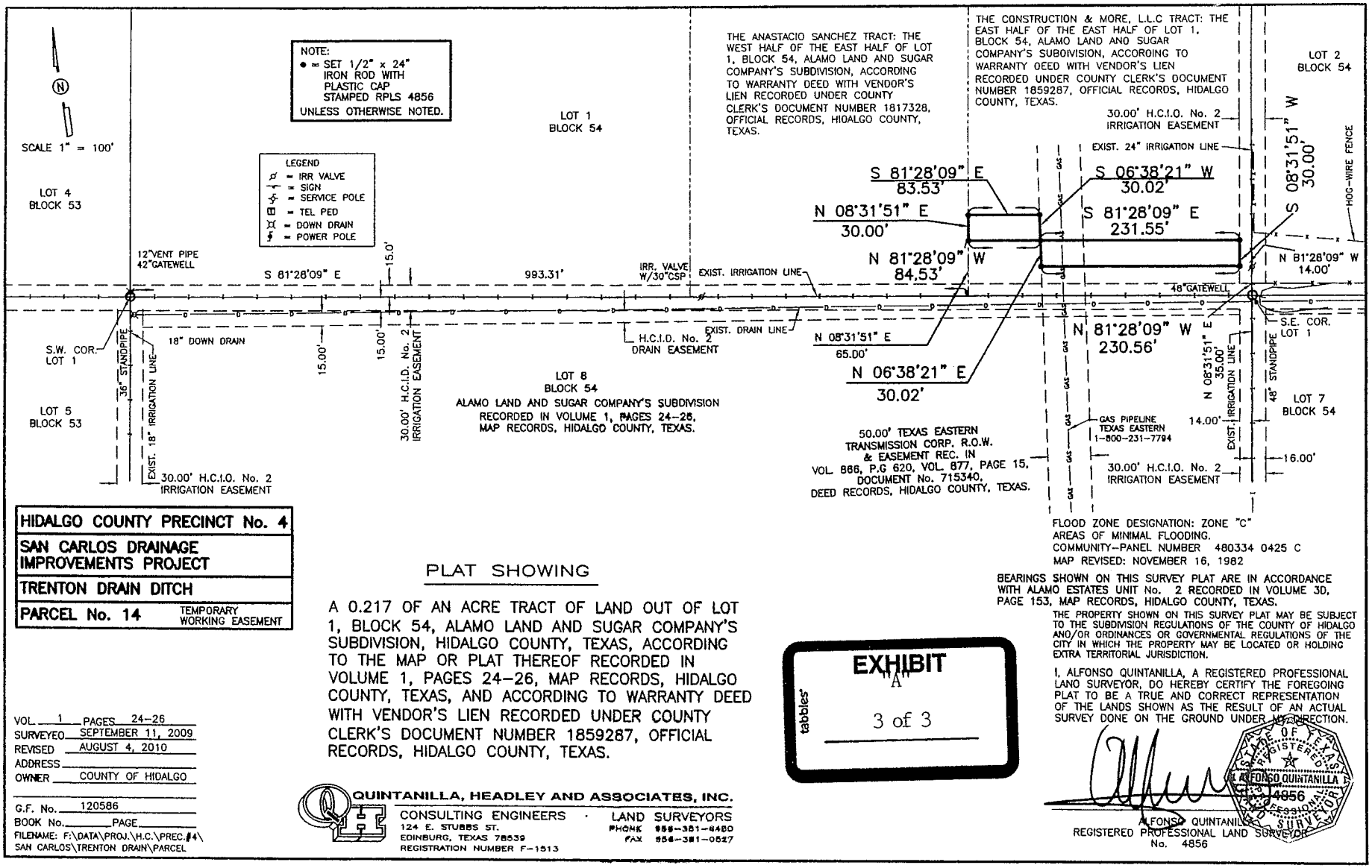
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 3, 2010

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
A
2 of 3
tabbies



FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING.
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

HIDALGO COUNTY PRECINCT No. 4

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

TRENTON DRAIN DITCH

PARCEL No. 14 TEMPORARY WORKING EASEMENT

PLAT SHOWING

A 0.217 OF AN ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT "A"
3 of 3
tabbies

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
REVISED AUGUST 4, 2010
ADDRESS
OWNER COUNTY OF HIDALGO

G.F. No. 120586
BOOK No. PAGE
FILENAME: F:\DATA\PROJ.\H.C.\PREC.#4\SAN CARLOS\TRENTON DRAIN\PARCEL

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

AI-34366 **Precinct #1 17. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Pct. 1 Rd Maint. & ROW Dept (1200):
1. Approval of position and employee transfers as follows:

		FROM		TO		
Position Title	**Emp. No.**	**Dept**	**Slot #**	**Dept**	**Slot. #**	**Grade**
ROW Agent V	020109	Pct No. 1 121-005	0122	ROW Dept 260-001	0014	15
ROW Agent V	047473	Pct No. 1 121-005	0123	ROW Dept 260-001	0015	15

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** see attached transfer

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

BUDGETARY IMPACT:

Transfer of position, employee and funds.
See attached interdepartmental transfer (from Precinct 1 to ROW Dept)

Attachments

Job Description
Fiscal Note
Interdept.
revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/21/2012 10:15 AM
Rosalinda Cantu	Rosie Cantu	09/21/2012 04:42 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Sylvia Solis Started On: 09/20/2012

Final Approval Date: 09/21/2012

RIGHT OF WAY AGENT V

GRADE: 15

GENERAL DESCRIPTION

Performs advanced (senior-level) land acquisition work; Work involves overseeing acquisitions and disposition of land; May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees the preparation, processing, maintenance, and auditing of contracts, plans, specifications, and billing requests

Oversees the disposal of surplus real property, acquisition of building sites, and maintenance of records

Oversees the review and analysis of legal or technical documents

Develops and interprets policies and procedures, and ensures compliance with applicable state and federal laws

Coordinates work activities between state and federal agencies, utility and title companies, and other entities having an interest in the property

Monitors the removal, adjustment, or relocation of utilities

Researches problems and coordinates solutions

May plan, assign, and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Over seven (7) years of experience in land acquisition work; Graduate from an accredited four-year college or university with major course work in real estate, business administration, accounting, or a related field is generally preferred. Two (2) years experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Experience to Right of Way (ROW)

Familiar with TxDot right of way manual

Knowledge of federal guidelines regarding ROW

Knowledge of right-of-way negotiations, relocations, appraisals, acquisitions, and utility industry rules, regulations, and adjustment procedures

Knowledge of real estate laws, methods, principles, procedures, and terminology; and of zoning, appraisal, ownership, transfer, and lease of real property

Ability to research problems, understand legal terminology, negotiate and coordinate solutions, and to plan, assign, and/or supervise the work of others, and audit contracts

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-260-001-0

ROW DEPT

AI- 34366

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	112	ROW DIRECTOR	0	0	$0.00	$87,360.00	$87,360.00	$720.00	$0.00	$0.00	$0.00	$0.00	$88,080.00
0013	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$35,157.00	$35,377.00	$300.00	$0.00	$0.00	$0.00	$0.00	$35,677.00
		TRANSFER-IN THE FOLLOWING POSITIONS AND EMPLOYEES FROM PCT. 1 RD MAINTENANCE:											
0014	**113**	**RIGHT OF WAY AGENT V**	**15**	**6**	**$64,066.00**	**$64,066.00**	**$0.00**	**$1,440.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0015	**113**	**RIGHT OF WAY AGENT V**	**15**	**5**	**$62,158.00**	**$62,475.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$161,381.00	$249,058.00	$122,737.00	$2,460.00	$0.00	$0.00	$0.00	$0.00	$123,757.00

Approval to transfer-in two (2) Right of Way Agent positions and employees, slot no. 0014 & 0015 from Pct. 1 Rd Maintenance.
All personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-121-005-0

AI - 34366

PCT 1 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	$39,322.00	$0.00	$39,322.00	0	$0.00	$0.00	$39,322.00	$39,322.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,322.00
0019	113	TRUCK DRIVER I	$34,167.00	$0.00	$34,167.00	0	$0.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$34,167.00	$0.00	$34,167.00	0	$0.00	$0.00	$34,167.00	$34,167.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$35,667.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$34,167.00	$0.00	$34,167.00	0	$0.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0023	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0	$0.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0024	113	MAINTENANCE II	$34,167.00	$0.00	$34,167.00	0	$0.00	$0.00	$34,167.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0025	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0	$0.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0029	113	MECHANIC II	$32,578.00	$0.00	$32,578.00	0	$0.00	$0.00	$32,578.00	$32,578.00	$540.00	$0.00	$0.00	$0.00	$0.00	$33,118.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$31,771.00	$0.00	$31,771.00	0	$0.00	$0.00	$31,771.00	$31,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,771.00
0031	113	MAINTENANCE III	$31,190.00	$0.00	$31,190.00	0	$0.00	$0.00	$31,190.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0	$0.00	$0.00	$29,852.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0037	113	MAINTENANCE II	$29,852.00	$0.00	$29,852.00	0	$0.00	$0.00	$29,852.00	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,852.00
0038	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0	$0.00	$0.00	$29,852.00	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,852.00
0039	113	TRUCK DRIVER III	$29,031.00	$0.00	$29,031.00	0	$0.00	$0.00	$29,031.00	$29,031.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,391.00
0041	113	TRUCK DRIVER III	$28,026.00	$0.00	$28,026.00	0	$0.00	$0.00	$28,026.00	$28,026.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,046.00
0043	113	TRUCK DRIVER III	$27,562.00	$0.00	$27,562.00	0	$0.00	$0.00	$27,562.00	$27,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,562.00
0044	113	TRUCK DRIVER I	$26,607.00	$0.00	$26,607.00	0	$0.00	$0.00	$26,607.00	$26,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,607.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$26,334.00	$0.00	$26,334.00	0	$0.00	$0.00	$26,334.00	$26,334.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,994.00
0049	113	TRUCK DRIVER III	$26,000.00	$0.00	$26,000.00	0	$0.00	$0.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0053	113	MAINTENANCE I	$25,236.00	$0.00	$25,236.00	0	$0.00	$0.00	$25,236.00	$25,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,236.00
0055	113	DATA ENTRY CLERK	$23,988.00	$0.00	$23,988.00	0	$0.00	$0.00	$23,988.00	$23,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,988.00
0056	113	TRUCK DRIVER III	$23,985.00	$0.00	$23,985.00	0	$0.00	$0.00	$23,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	MAINTENANCE I	$23,635.00	$0.00	$23,635.00	0	$0.00	$0.00	$23,635.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0078	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0080	113	MATERIAL MANAGEMENT MANAGER	$40,000.00	$0.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0085	113	EXECUTIVE ASST	$59,568.00	$0.00	$59,568.00	0	$0.00	$0.00	$59,568.00	$59,568.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$64,568.00
0090	113	ADMINISTRATIVE ASSISTANT V	$49,000.00	$0.00	$49,000.00	0	$0.00	$0.00	$49,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	DIRECTOR OF ROAD & BRIDGE	$57,555.00	$12,445.00	$70,000.00	0	$0.00	$0.00	$70,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0093	113	HEAVY EQUIPMENT OPERATOR II	$25,256.00	$0.00	$25,256.00	0	$0.00	$0.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0095	113	MAINTENANCE III	$23,993.00	$0.00	$23,993.00	0	$0.00	$0.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0096	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0	$0.00	$0.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0097	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0	$0.00	$0.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0100	113	CLERK III	$23,993.00	$0.00	$23,993.00	0	$0.00	$0.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0101	113	CREW LEADER II	$0.00	$42,000.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$42,600.00
0102	113	SUPERVISOR	$0.00	$36,766.00	$36,766.00	0	$0.00	$0.00	$36,766.00	$36,766.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,766.00
0103	113	ASSET MANAGEMENT SUPERVISOR	$0.00	$52,254.00	$52,254.00	0	$0.00	$0.00	$52,254.00	$47,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,254.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-121-005-0

AI - 34366

PCT 1 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0104	113	SHOP FOREMAN	$0.00	$42,000.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0105	113	VECTOR SPECIALIST	$0.00	$32,051.00	$32,051.00	0	$0.00	$0.00	$32,051.00	$32,051.00	$840.00	$0.00	$0.00	$0.00	$0.00	$32,891.00
0106	113	CREW LEADER II	$0.00	$41,578.00	$41,578.00	0	$0.00	$0.00	$41,578.00	$41,578.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$42,718.00
0107	113	SAFETY COORDINATOR	$0.00	$38,000.00	$38,000.00	0	$0.00	$0.00	$38,000.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00
0108	113	TRUCK DRIVER III	$0.00	$30,489.00	$30,489.00	0	$0.00	$0.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0109	113	HEAVY EQUIPMENT OPERATOR III	$0.00	$29,458.00	$29,458.00	0	$0.00	$0.00	$29,458.00	$29,458.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,878.00
0110	113	TRUCK DRIVER III	$0.00	$30,489.00	$30,489.00	0	$0.00	$0.00	$30,489.00	$30,489.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,789.00
0111	113	CREW LEADER II	$0.00	$38,500.00	$38,500.00	0	$0.00	$0.00	$38,500.00	$38,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,500.00
0112	113	CREW LEADER II	$0.00	$38,500.00	$38,500.00	0	$0.00	$0.00	$38,500.00	$38,500.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,800.00
0113	113	CREW LEADER I	$0.00	$31,520.00	$31,520.00	0	$0.00	$0.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0114	113	TRUCK DRIVER III	$0.00	$30,489.00	$30,489.00	0	$0.00	$0.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0115	113	MAINTENANCE III	$0.00	$38,000.00	$38,000.00	0	$0.00	$0.00	$38,000.00	$38,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$38,720.00
0116	113	ACCOUNTS PAYABLE SPECIALIST I	$0.00	$28,231.00	$28,231.00	0	$0.00	$0.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0117	113	MECHANIC II	$0.00	$28,231.00	$28,231.00	0	$0.00	$0.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0118	113	TRAFFIC CONTROL SUPERVISOR	$0.00	$37,000.00	$37,000.00	0	$0.00	$0.00	$37,000.00	$37,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,000.00
0119	113	TRUCK DRIVER II	$0.00	$27,908.00	$27,908.00	0	$0.00	$0.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0120	113	TRUCK DRIVER III	$0.00	$29,458.00	$29,458.00	0	$0.00	$0.00	$29,458.00	$29,458.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,758.00
0121	113	TRUCK DRIVER II	$0.00	$27,908.00	$27,908.00	0	$0.00	$0.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,908.00
		TRANSFER-OUT THE FOLLOWING POSITIONS AND EMPLOYEES TO ROW DEPT.														
~~0122~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~$0.00~~	~~$64,066.00~~	~~$64,066.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$64,066.00~~	~~$64,066.00~~	~~$1,440.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$65,506.00~~
~~0123~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~$0.00~~	~~$62,475.00~~	~~$62,475.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$62,475.00~~	~~$62,475.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$62,475.00~~
0124	113	SUPERVISOR	$0.00	$37,969.00	$37,969.00	0	$0.00	$0.00	$37,969.00	$37,969.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,969.00
0125	113	CREW LEADER II	$0.00	$40,375.00	$40,375.00	0	$0.00	$0.00	$40,375.00	$40,375.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,375.00
0126	113	MAINTENANCE II	$0.00	$21,653.00	$21,653.00	0	$0.00	$0.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0127	113	MAINTENANCE II	$0.00	$21,653.00	$21,653.00	0	$0.00	$0.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0128	113	MAINTENANCE II	$0.00	$21,653.00	$21,653.00	0	$0.00	$0.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
			$1,051,286.00	$886,578.00	$1,937,864.00		$0.00	$0.00	$1,937,864.00	$1,908,951.00	$10,140.00	$0.00	$0.00	$5,000.00	$0.00	$1,924,091.00

Approval to transfer-out two (2) Right of Way Agent positions and employees, slot no. 0122 & 0123 to ROW Dept.
All personnel actions pending CC approval.

AI-34322 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Public hearing on the 2013 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2013 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2013.
4. Adoption of the 2013 Annual Budget.
5. Adoption of the 2012 Hidalgo County Ad Valorem Tax Rate.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/19/2012 10:49 AM
Erika Zamora	Erika Zamora	09/21/2012 04:34 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Angela Garcia Started On: 09/19/2012 10:11 AM

Final Approval Date: 09/21/2012

AI-34336 **Budget and Management 18. B.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Diana Serna **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval to authorize Urban County to utilize County funds, Special Revenue Bank Account, as interim funding for payment of expenditures as specified in the Texas General Land Office (GLO) Contract No. 12-589-000-6887/DRS220068.

BACKGROUND

Community Development Block Grant - Disaster Recovery Program (CDBG-DR)
Round 2.2 Non-Housing Grant Agreement.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/21/2012 09:12 AM
Budget & Management	Merlen P. Munoz	09/21/2012 09:17 AM
Perla Lopez	Merlen P. Munoz	09/21/2012 01:08 PM
Olga Garza	Olga Garza	09/21/2012 04:21 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Manuel Chapa Started On: 09/19/2012

Final Approval Date: 09/21/2012

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 29914
Ester Gonzalez-Garcia

Date: **November 29, 2011** Meeting Date Request: December 6, 2011

Deadline for Action: **December 6, 2011** Contact Person: ***Diana R. Serna***

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director DRS

Caption:

1. Conduct a Public Hearing to solicit input and advise the public of the proposed projects identified as eligible under the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application.
2. Consideration and action to allocate Round 2.2 Texas General Land Office Funds, in the amount of $4,500,000, to Hidalgo County for the following proposed projects: (1) Phase II of the Precinct No. 1 infrastructure improvements for the project known as "Delta Area Connector/East Lateral" and, (2) Precinct No. 4 for the proposed infrastructure improvements for the project known as the "Alberta Drain".
3. Consideration and approval to submit the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application to the General Land Office.
4. Consideration and approval to authorize the County Judge to sign any and all documents associated with:
   a. the submittal of the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application,
   b. Any and all documents associated upon the approval and execution of Contract for Round 2.2 projects and/or amendments,
   c. Any and all documents associated with the Environmental Assessment/Review Record for the projects selected under the Round 2.2 application.

Background:

The County of Hidalgo is eligible to receive $4,500,000 for the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations for non-housing projects that were affected by Hurricane Dolly in 2008. The projects were selected in an effort to comply with the FHAST Form requirements, specifically Impediment #14 requiring that community level infrastructure improvement projects within colonias be given priority. In addition, and as stated in the MOD, any funds unspent or unused in Round 2.1 for infrastructure will be dedicated to colonia infrastructure projects. For all remaining infrastructure funds in Round 2.2, colonia projects will be given priority.

APPROVED Co. Comm. Ct.
DATE 12-6-11 DRS

Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.305.9126

RECEIVED
SEP 13 2012
COUNTY JUDGE

45

TRANSMITTAL OF DOCUMENTS – SEPTEMBER 10, 2012

The Honorable Ramon Garcia
County of Hidalgo
1615 South Closner Boulevard, Suite J
Edinburg, TX 78539

RE: GLO CONTRACT NO. 12-589-000-6887

Dear Judge Garcia:

Enclosed concerning the GLO document referenced above is one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 305-9126 or by email at arjun.atholi@glo.texas.gov.

Best regards,

Arjun Atholi
Contract Specialist
GLO Legal Services Division

RECEIVED
SEP 19 2012
FINANCE DIVISION

Received
SEP 18
Urban County Program
By:

GLO CONTRACT NO. 12-589-000-6887
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM
ROUND 2.2 NON-HOUSING GRANT AGREEMENT

This Community Development Block Grant Disaster Recovery ("CDBG-DR") grant agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** ("the GLO"), a Texas state agency, and the **COUNTY OF HIDALGO** ("Grantee"), hereinafter referred to collectively as "the Parties," to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Grantee under the CDBG Disaster Recovery program ("CDBG-DR" or "the Program"). In strict conformance with the terms and conditions of this Contract, Grantee shall conduct disaster recovery projects and economic revitalization activities as authorized by the GLO for and in the County of Hidalgo, as detailed in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment A** (the "Project"). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO.

(b) Grant Award

Grantee submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Grantee's Application.

Subject to the terms and conditions of this Contract and Grantee's Application, the GLO agrees to make a grant to Grantee in an amount not to exceed **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000.00)**, payable as reimbursement of

allowable expenses incurred by Grantee, to be used in strict conformance with the terms of this Contract and the Project Budget in **Attachment B**.

The GLO is not liable to Grantee for any costs incurred by Grantee before the effective date of this Contract or after the expiration or termination of this Contract. However, the GLO in its sole discretion, may reimburse Grantee for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Grantee hereby agree that this document and the following documents, attached hereto and incorporated herein in their entirety for all purposes (the "Attachments"), shall govern this Contract:

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive list of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT F:	Special Conditions

1.03 GUIDANCE DOCUMENTS

Grantee shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

the CDBG-DR Project Implementation Manual found at: http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html;

the State of Texas Action Plan for Disaster Recovery found at: http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html;

and the Conciliation Agreement between the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 26, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329.

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Grantee Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 24, CFR, Part 85. Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Work Orders, Technical Guidance Letters, or Revisions, as herein defined.

"Application" or "Grant Application" means the information provided by Grantee, which is the basis for the award of funding under this Contract.

"Budget" means the budget for the Project funded by the Contract, a copy of which is included in **Attachment B.**

"C.F.R." means the United States Code of Federal Regulations.

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program.

"Certificate of Construction Completion" means a document to be executed by the construction contractor, Engineer, and Grantee, for each construction project which, when fully executed, indicates acceptance of the completed Project.

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

"Contract Documents" means the documents listed in **SECTION 1.02.**

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Project Implementation Manual, including all reports and other project documentation.

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, also in **Attachment E**.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "Generally Accepted Accounting Principles," as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

"General Affirmations" means the affirmations in **Attachment D**, to which Grantee certifies by the signing of this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule by which various project milestones must be met by Grantee, and is attached hereto as part of **Attachment A**.

"Performance Statement" means the statement of work contained in **Attachment A.**

"PMC" means the GLO's Project Management Company, HNTB Corporation.

"Program" means the Community Development Block Grant-Disaster Recovery program administered by HUD, in cooperation with the GLO.

"Project" means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in **Attachment A.**

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-DR grant program.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Revision" means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among Budget categories, and other Contract adjustments that may be approved outside the GLO's formal Amendment process.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;

(c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,

(d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and

(e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(g) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;

(h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

(l) Time is of the essence in this Contract.

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ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE GRANTEE INCURS THE EXPENSE. NOTWITHSTANDING THE PRECEDING, REQUESTS FOR REIMBURSEMENT FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR MUST BE RECEIVED BY THE GLO NOT LATER THAN THIRTY (30) DAYS FROM THE DATE THE GRANTEE RECEIVES THAT INVOICE FROM A SUBCONTRACTOR. FAILURE BY GRANTEE TO COMPLY IN A TIMELY MANNER WITH THESE TWO REQUIREMENTS MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Grantee's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Grantee, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

GRANTEE SHALL SUBMIT AN ACTUAL BUDGET AND A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Grantee shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of Program income to the GLO with each form submitted by Grantee in accordance with **ARTICLE 4** of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF GRANTEE DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO GRANTEE, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 -- DURATION, EXTENSION, TERMINATION, DEFAULT, AND REMEDIES

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 ("Contract Period"). **Notwithstanding the preceding sentence, Grantee must adhere to all Project milestones in Attachment A; as may be revised, failure to meet any milestone may result in termination under SECTION 3.02, below**.

Upon receipt of a written request and acceptable justification from Grantee, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Grantee shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Grantee's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Grantee makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS - GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES,** and all other reports and documentation as required by the Project Implementation Manual; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

4.02 FORMS

Grantee must execute the applicable forms included in **Attachment E,** and certifies by the execution of this Contract to all affirmations in **Attachment D**, confirming compliance with required state and federal laws applicable to the Contract.

(a) General Affirmations are found in **Attachment D**, and Grantee certifies by the execution of this Contract to all statements therein.

(b) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found at Page 1 of **Attachment E**, and must be executed by Grantee.

(c) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 3 of **Attachment E**, and must be executed by Grantee.

(d) If any funds granted under this Contract have been used for lobbying purposes, Grantee must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment E**.

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ARTICLE 5 - FEDERAL AND STATE FUNDING, RECAPTURE, REDISTRIBUTION, RETAINAGE, AND OVERPAYMENT OF FUNDS

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. **ALL EXPENDITURES UNDER THIS CONTRACT MUST BE MADE IN ACCORDANCE WITH THIS CONTRACT, THE RULES AND REGULATIONS PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. FURTHER, GRANTEE ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NON-COMPLIANCE.**

(b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**

(c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

https://www.bpn.gov/ccr/

Assistance with this web site may be obtained by calling **866-606-8220.**

5.02 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.03 RECAPTURE OF FUNDS

Grantee shall conduct the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. The discretionary right of the GLO to terminate for convenience under this Article notwithstanding, it is expressly understood and agreed by Grantee that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that Grantee has not used in strict accordance with

the terms and conditions of this Contract. **This paragraph specifically includes the mandatory recapture of any funds used for the completion of any individual project that does not provide benefits to the beneficiaries as specified in the Performance Statement in Attachment A.**

5.04 REDISTRIBUTION OF FUNDS

Within sixty (60) days after receipt of non-housing project bids, Grantee must obligate excess funds remaining, if any. Failure to do so will result in redistribution of the funds to other Grantees or eligible entities for qualified projects.

5.05 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant funds until completion and acceptance by the GLO of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Grantee has completed the Project in accordance with the Contract Documents, requirements of the Contract; and all applicable law, rules, and regulations.

5.06 OVERPAYMENT

Grantee understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.

(b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Grantee represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Grantee's work products, or considers Grantee's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Grantee must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Grantee are set forth in the Contract Documents.

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ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the Non-Exclusive List of Applicable Laws, Rules, and Regulations provided in **Attachment C**.

7.02 INSPECTION AND AUDIT

Grantee agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection.

The GLO reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, the GLO shall provide Grantee with a written report of the findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract.

Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **GRANTEE SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

Grantee will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project.

7.03 GRANTEE SELF-AUDIT AND TARGETED AUDITS

(a) Grantee Self-Audit

Grantee, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this

Contract. Grantee may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Grantee a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Grantee shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Grantee, using an auditor of the GLO's choice. Grantee shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. These records shall be made available during the term of this Contract and the subsequent period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-DR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties.**

(c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.

(d) Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Grantee shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

The Texas Comptroller's Vendor Performance Program at:

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System at:

https://www.epls.gov/.

8.06 PURCHASES AND EQUIPMENT

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7244-7255 (2009).

8.10 CITIZEN PARTICIPATION

(a) Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

(b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.

(c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide;" Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG Disaster Recovery Division

Grantee
County of Hidalgo
1615 South Closner Boulevard, Suite J
Edinburg, TX 78539
Attention: Ramon Garcia, County Judge

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

Grantee shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

8.16 SIGNAGE

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have

temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

> "This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program."

8.17 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity, or to increase the term of the Contract may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

Pursuant to **SECTION 2.04** hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all changes made by Amendments, Revisions or Technical Guidance Letters approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated Attachment(s), and any Amendment, Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Amendment, Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Amendment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17** of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-589-000-6887
GRANTEE - ROUND 2.2

GENERAL LAND OFFICE

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 9/6/12

ART LEGAL AM
PB DIV
AGC
GC

COUNTY OF HIDALGO

Ramon Garcia
By: Ramon Garcia
Title: Hidalgo County Judge

Date of execution: _____

Approved by Commissioners' Court
on 12/6/11 RO

ATTACHMENTS TO THIS CONTRACT

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97,) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT F:	Special Conditions

ATTACHMENTS FOLLOW

AI-34412 **Budget and Management** **18. C.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

WIC Adm (1292):
1. Approval to amend WIC Contract 2012-039974 in the amount of $465,000.00.
2. Approval of Certification of Revenues as certified by the County Auditor for FY 2012 WIC Administration Grant.
3. Approval of Appropriation of funds in the amount of $465,000.00.

BACKGROUND

WIC Department has received approval from the USDA to renovate the Edinburg WIC Clinic in the total cost not to exceed $465,000.00.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-720

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Erika Zamora Started On: 09/21/2012 05:06 PM

Final Approval Date: 09/21/2012

AI-34376 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Martha L. Salaar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 1 (estimated cost of $21,670.00) for provision of Structural Engineering services for "Structural Assessment for Hidalgo County Health/WIC Clinic located in Mission, Texas" with Hinojosa Engineering, Inc., under contract No. C-11-190-10-11

b. Pursuant to contract with Hinojosa Engineering, Inc., (article) C-11-190-10-11, a request for approval by engineer to permit the subcontracting of Raba-Kistner Engineering in connection with Work Authorization No. 1-Structural Assessement for Hidalgo County Health/WIC Clinic.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-334

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

BUDGETARY IMPACT:

Available funds as of 9/21/12 (Req. 223418).

Attachments

Work Authorization No. 1

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 04:45 PM
Budget & Management	Merlen P. Munoz	09/21/2012 08:06 AM
Olga Garza	Olga Garza	09/21/2012 04:51 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/20/2012 02:16 PM

Final Approval Date: 09/21/2012

HIDALGO COUNTY
Professional Engineering Services
Work Authorization Form
C-11-190-10-11
WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section LA. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Hinojosa Engineering, Inc. professional engineers of Mission Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide, "A Structural Assessment for Hidalgo County Health /WIC Clinic located at 211 S. Schuerbach Road, Mission, Texas.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A"-Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B"-Scope of Services to be Provided by the Engineer* attached hereto.

PART2. ESTIMATED COST

The estimated cost for services under this Work Authorization is

***PRELIMINARY PHASE	
*Structural Assessment Report	$2,550.00
*Geotechnical Investigation	$6,500.00
*Elevation Survey	$2,170.00
*Plumbing Survey	$3.800.00
	$15,020.00
***DESIGN PHASE	$3,650.00
***CONSTRUCTION PHASE	$3,000.00

Construction. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No. **2-1100-419-40-220-001-0-334**

Requisition Number _____**(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Facilities Management Department to content and detail of this Work Authorization No.1.

FACILITIES MANAGEMENT
DEPARTMENT

BY:_____

PARTS 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **09/25/12** as indicated below and effective as of 25th day of September, 2012.

THE ENGINEER:
(HINOJOSA ENGINEEERING, INC)

By: (Ricardo Hinojosa, P.E.)

THE OWNER:
HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"- Service to be Provided by the Owner
ATTACHMENT "B"- Services to be Provided by the Engineer
ATTACHMENT "C"- Work Schedule
ATTACHMENT "D"- Cost Proposal

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL
The Owner will provide to the Engineer the following:

(I) Available construction documents for (Phase I) 1985 construction and (Phase II) 200I construction. Available Geotechnical Reports for both phases.

EXHIBITB

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT
(Description of Services)

Structural Assessment for Hidalgo County Health /WIC Clinic.
211 S. Schuerbach Road, M_ission, Texas.

A. **Preliminary Phase:**

1. Walk through of Building on Monday, October 17, 2011.
2. Interview the Occupants, Owner and Client, if possible regarding a history of the property and performance of the structure.
3. Review any available Construction Documents and Geotechnical Investigation Reports and documents pertaining to the foundation or structure provided by the Owner.
4. Make a Visual Observation during a physical walk-through of the structure to observe factors influencing the performance of it.
5. Contract a Geotechnical Engineer to provide a subsurface Investigation Report of this site at this present time.
6. Conduct elevation surveys of the interior floors and finished grade along the perimeter of the building.
7. Conduct a Hydrostatic and Flow testing of the sewer lines and pressure of the domestic water line.
8. Provide a structural assessment report, containing at least the following:
   a.) Scope of work.
   b.) Observations, site characteristics and data deemed pertinent by the engineer.
   c.) Discussion of major factors influencing the structural performance and rationale in reaching conclusions concerning the subject structure.
   d.) Conclusions and any recommendations for remedial preventative measures (No Drawings or Design will be included).

B. Design Phase:

1. Perform engineering analysis and design to elevate structural reliability for existing gravity and lateral loads.
2. Prepare detailed contract drawings and specifications for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
3. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

4. Furnish the Owner all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.

5. Assist the owner in the advertisement of the Project for bids.

6. Assist the Owner in the opening and tabulation of bids for construction on the project, and recommend to the Owner as to the proper action on all proposals received.

7. Assist in the preparation of formal contract documents for the award of contracts.

8. Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which Owner may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

1. We will consult and advice the Owner and act as Owner's representative as provided in the General Conditions of the Construction Contract.

2. We will provide construction administration, including visits to the site of construction at least three times each week.

3. We will consult and advise the Owner during construction.

4. We will submit a written monthly report to the Owner which outlines the progress of the construction.
5. Review shop or working drawing furnished by contractors.
6. Review all Payment Applications submitted by Contractor.
7. We will perform a final inspection of the Project.

EXHIBIT C

WORK SCHEDULE

Project- Structural Assessment for Hidalgo County Health /WIC Clinic.
211 S. Schuerbach Road, Mission, Texas.

Date: September 19, 2012

Client- Hidalgo County Precinct No. 3

Project# - 11-215

Task	Estimate Schedule
1. Preliminary Investigation Report	November 21,2011
2. 100% Final Investigation Report	To be established by Owner
3. 75% of Constmction Plans Issued	To be established by Owner
4. 95% ofConstmction Plans Issued	To be established by Owner
5. County Staff Review Comments Due	To be established by Owner
6. 100% ofConstmction Plan Issued	To be established by Owner
7. Advertisement for Bid	To be established by Owner
8. Bid Closed	To be established by Owner
9. Review Bids and present to County Commission	To be established by Owner
10. Pre Constmction Meeting	To be established by Owner
11. Constmction Phase	To be established by Owner

EXHIBITD

ENGINEER'S RATES

Engineer and Surveyors Contract Rates

I. Principal	$125.00/Hr.
2. Engineer	$75.00/Hr.
3. Engineer Technician	$60.00/Hr.
4. CADD Technician	$45.00/Hr.
5. R.L.P.S.	$85.00/Hr.
6. Survey Crew	$75.00/Hr.
7. GPS Survey Crew	$88.00/Hr.
8. Clerical	$35.00/Hr.

Hinojosa Engineering, Inc.
Client: Hidalgo County
Project: Hidalgo County Precinct 3 - WIC Clinic at 211 S. Schuerbach Rd., Mission, TX
Project Number: 11-215

EXHIBIT "E"
FEE BUDGET ESTIMATE - PROFESSIONAL ENGINEERING AND SURVEYING SERVICES
HIDALGO COUNTY PRECINCT 3 - WIC CLINIC
PRELIMINARY PHASE / DESIGN PHASE / CONSTRUCTION PHASE

DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		MANHOURS PER TASK BY CLASSIFICATION						TOTAL MANHOURS PER TASK	TOTAL FEE PER TASK
			PRINCIPAL	ENGINEER	ENGINEER TECHNICIAN	R.L.P.S.	GPS SURVEY CREW	CLERICAL		
	QUANTITY	UNIT	$125.00	$75.00	$60.00	$85.00	$88.00	$35.00		
PRELIMINARY PHASE										
STRUCTURAL ASSESSMENT			4	21	5	0	0	5	35	$2,550.00
GEOTECHNICAL INVESTIGATION**	LS	EA								$6,500.00
ELEVATION SURVEY			0	0	0	4	20	2	26	$2,170.00
PLUMBING SURVEY	LS	EA								$3,800.00
TOTAL HOURS - PRELIMINARY PHASE			4	21	5	4	20	7	61	
TOTAL COST - PRELIMINARY PHASE										$15,020.00
DESIGN PHASE			4	31	12	0	0	3	50	$3,650.00
TOTAL HOURS - DESIGN PHASE			4	31	12	0	0	3	50	
TOTAL COST - DESIGN PHASE										$3,650.00
CONSTRUCTION PHASE			4	22	9.5	0	0	8	43.5	$3,000.00
TOTAL HOURS - CONSTRUCTION PHASE			4	22	9.5	0	0	8	43.5	
TOTAL COST - CONSTRUCTION PHASE										$3,000.00
GRAND TOTAL HOURS									**154.5**	
GRAND TOTAL COST										**$21,670.00**

**Subcontracted Raba-Kistner Consultants, Inc.

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2012

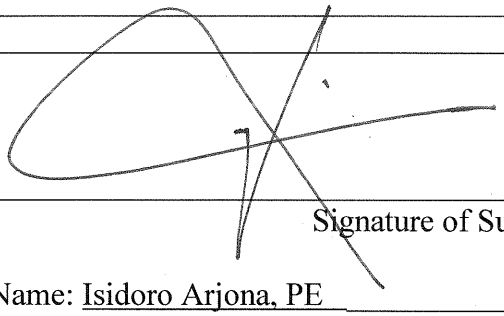
LETTER OF INTENT TO SUBCONTRACT PERFESSIONAL SERVICES

Proposal for Structural Assessment for Hidalgo County Health/WIC Clinic (Geotechnical)
(Name of Project)

Engineer: Hinojosa Engineering, Inc.

The undersigned has agreed to perform work in connection with the above project as a Subcontractor.

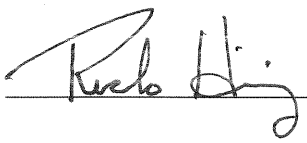
Detailed description of work items to be performed:
Geotechnical Services



Signature of Subcontractor

Printed Name: Isidoro Arjona, PE
Title: Vice President
Company Name: Raba Kistner Consultants, Inc.
Date: September 21, 2012

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with Hidalgo County Pct. 3.



Signature of Engineer

Printed Name: Ricardo Hinojosa, PE
Title: President
Date: September 21, 2012

AI-34385 **Purchasing Department 19. A. 4.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $7,740.40) as submitted by project engineer, L&G Consulting Engineering for engineering services for "Removal and to properly dispose of asbestos to the Precinct No. 3 Old Adm Building, warehouse and Shop Complex, " C-12-123-05-22;

b. Pursuant to contract with L&G Engineering, (article 14) C-12-123-05-22, a request for approval by engineer to permit the subcontracting of Chemical Response & Remediation Contractors, Inc. and R.L. Abatement, Inc. in connection with Work Authorization No. 2-Asbestos Removal for Pct No. 3 Old Administration Building, Warehouse and Shop Complex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Available funds as of 9/21/12.

Attachments

WA#2

Subcontract-Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 02:44 PM
Budget & Management	Merlen P. Munoz	09/21/2012 02:58 PM
Olga Garza	Olga Garza	09/21/2012 04:36 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/20/2012 04:18 PM

Final Approval Date: 09/21/2012

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-123-05-22
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the removal and to properly dispose of approximately 400 square feet of asbestos based vinyl flooring, conduct the required air quality monitoring during the abatement process, and notify the Department of Social and Health Services (DSHS) and pay the required fee; as a result of the findings of the Abestos Survey previously prepared for the Precinct No. 3 Old Administration Building, Warehouse and Shop Complex; located at 400 W. 13th Street (Lots 1 thru 9 Blk 212-FMV and Lots 4 thru 9 Blk 205-FMV) project in Mission, Hidalgo County, Texas project for Hidalgo County Precinct No. 3.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $7,740.40. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" - Fee Schedule.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 24100-415-00-115.002-6-334
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on May 23, 2012 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D–1 – Fee Schedule

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

3. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be furnished by the **Engineer** under this work authorization is to provide **Asbestos Abatement Activities to be performed at a building known as the "Mission Food Pantry" located at 414 W. 12th Street in Mission, Hidalgo County, Texas** known as the **Project.** This report will include the tasks listed in detail below.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Owner**.

The **Engineer** will develop/submit a work schedule (as required in ARTICLE 2.3 of the Agreement) that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **EXHIBIT "C"**.

The **Engineer** shall provide the following services required for **the Project.** The Engineer shall maintain a direct line of communication and coordinate very closely with Hidalgo County Precinct 3 on this project.

Specific activities to be performed by the **Engineer** include the following:

SCOPE OF WORK

L&G's approach for performing the Asbestos abatement activities consists of four tasks: first and overview of required activates as per the Asbestos Survey and a completion of the Department of Health and Human Services (DHHS) 10-day notice and the provision of specifications for Removal, Disposal, and Clean up of the Asbestos Containing Materials (ACM) related to the site; second, coordination of the fieldwork associated with the proposed abatement of approximately 400 square feet of asbestos vinyl flooring; third, oversight of the Air Quality Monitoring and removal of the ACM to be performed by Texas Department of State Health Services (TDSHS) licensed asbestos consultant(s); fourth, a preparation of a report in letter form.

Task 1.0 Overview of Activities and Project Coordination

This task serves to Request and Submit the DSHS 10-Working Day Notification form. In addition staff will provide specifications for the removal, disposal and clean up of the ACM associated with the site.

Task 2.0 Fieldwork Coordination

L&G staff will coordinate with the County and internal staff to schedule an appropriate date and time to begin the abatement activities.

Task 3.0 Fieldwork

Perform activities related to the removal and disposal of the approximately 400 square feet of asbestos vinyl flooring associated with the site by a Texas Department of State Health Services (TDSHS) licensed asbestos consultant. All abatement activities are to be performed in accordance with Texas Department of State Health Services (TDSHS) regulations.

Task 4.0 Final Letter of Release Preparation

A report, in letter form, will include the findings of the asbestos removal and any related recommendations pertaining to the demolition of the structures on the subject property.

Unless directed otherwise, you will be the only recipient of our letter, and no copies will be distributed without your prior approval.

Deliverables:

1) **Completion of Asbestos Abatement Activities Relating to 414 W. 12th Street in Mission, Hidalgo County, Texas as recommended by a previous study.**

2) **Report, in letter form, including recommendations for demolition of the structure.**

EXHIBIT "C"
WORK SCHEDULE

PROPOSED SCHEDULE

L&G Engineering proposes the schedule presented below for the Asbestos Abatement Activities to be performed at the "Mission Food Pantry" Building located at 414 W. 12th Street in Mission, Texas Project:

L&G is prepared to initiate this project immediately upon authorization to proceed. We anticipate being able to complete the abatement activities within 4-5 weeks of written authorization. If difficulties arise, we will inform the County at the earliest possible time and obtain your concurrence on extending the evaluation period or continuing without the benefit of the information in question.

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

ABESTOS ABATEMENT AIR MONITORING - 414 W. 12TH STREET, MISSION TEXAS

		MANHOURS					
		Senior Environmental Scientist/Specialist	Environmental Scientist /Specialist	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts	TOTAL LINE ITEM COST
CONTRACT RATE		129.77	75.45	54.32			
WORK AUTHORIZATION NO. 2							
ASBESTOS ABATEMENT & AIR MONITORING							
1	Task 1.0 Review of Activities & Subcontractor Coordination	2.5		4	6.5		$ 541.71
2	Task 2.0 Coordination of Fieldwork	1			1		$ 129.77
3	Task 3.0 Fieldwork	1	10		11		$ 884.27
4	Task 4.0 Final Letter of Release Preparation	2.5		2	4.5		$ 433.07
5	Project/Contract Management	3		4	7		$ 606.59
6	RL Abatement, Inc (Asbestos Removal) *(TDSHS Licensed Abestos Consultant)*				0	$ 3,350.00	$ 3,350.00
7	Chemical Response & Remediation Contractors (Air Quality Monitoring) *(TDSHS Licensed Abestos Consultant)*				0	$ 1,300.00	$ 1,300.00
		10	**10**	**10**	**30**	**$ 4,650.00**	**$ 7,245.40**

Subtotal Manhour Fee with Sub-Consultant Costs:		$ 7,245.40
Direct Expenses: Truck ($140x3 days)	$ 420.00	
DSHS Notification Fee	$ 75.00	
Subtotal Direct Expenses:		$ 495.00
TOTAL PROJECT FEE:	$	7,740.40

L&G Engineering
Transportation Consultants

September 12, 2012

The Honorable Joe Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle Road
Mission, Texas 78572

RE: Subcontracting Notice for Work Authorization No. 2
Environmental Study – Pct. No. 3 Old Administration Building
Contract No. 12-123-05-22

Dear Commissioner Flores:

We would like to inform you of the subcontractors that we will be using for the Abestos Removal at the Mission Food Pantry Building located at 414 W. 12th Street, Mission Texas 78572. This information is being provided to your office for your further processing to the Hidalgo County Commissioner's Court for approval.

Subcontractors:

Abestos Testing:
Mr. David A. Hanawa
Chemical Response & Remediation Contractors, Inc.
P O Box 2686
Harlingen, Texas 78551
(956) 365-4252

Abestos Removal:
Mr. Roberto Valladares, Jr.
R. L. Abatement, Inc.
P.O. Box 332
Weslaco, Texas 78599
(956) 968-2265

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Velma N. Garcia
Project Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI-34386 **Purchasing Department 19. A. 5.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the revised negotiated AIA Forms of Agreement between Hidalgo County and Dannenbaum Engineering Company, in connection with the following project: "Hidalgo County-Annex Modular Bldgs-Courtroom Finishes and Courthouse Site Improvements."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-048-0-720

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

BUDGETARY IMPACT:

Pending Emergency Transfer for the remainder of the lump sum amount of $115,179.62

Attachments

Best and Final Offer

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 04:10 PM
Budget & Management	Merlen P. Munoz	09/21/2012 04:29 PM
Olga Garza	Olga Garza	09/21/2012 04:49 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Rocio Villarreal Started On: 09/20/2012 04:55 PM

Final Approval Date: 09/21/2012

September 18, 2012

Martha L Salazar, CPPB
Purchasing Director
Hidalgo County Purchasing Department'
2812 Business Highway 281
Edinburg, Texas 78539

RE: ***Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Courthouse Modular Annex located at 100 North Closner Boulevard, Edinburg, Texas, within Hidalgo County Precinct No. 4***

Subject: ***Best and Final Offer (BFO)***

Dear Ms. Salazar,

It has been requested that Dannenbaum present best and final fees for ***"Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Courthouse Annex"*** as referenced above. We are pleased to offer the following fees as our Best and Final Offer:

EXHIBIT D- FEE BUDGET ESTIMATE PREVIOUSLY PROPOSED BY DANNENBAUM ENGINEERING CO.			**BEST and FINAL OFFER (BAFO) FOR PROPOSED COST ESTIMATE --BY DANNENBAUM ENGINEERING CO.**	
Design Phase Services	**$ 27,236.21**		**Design Phase Services**	**$ 24,380.54**
Construction Phase Services	**$ 10,122.24**		**Construction Phase Services**	**$ 7,924.08**
Subconsultants	**$ 83,000.00**		**Subconsultants**	**$ 77,000.00**
Subtotal (Arch./Eng Fees)	**$ 120,358.45**		**Subtotal (Arch./Eng Fees)**	**$ 109,304.62**
Additional Services/Direct Costs **TAS Review, Filing, and Inspection** **And Geotechnical Test/Report**	**$875.00** **$5,000.00**		**Additional Services/Direct Costs** **TAS Review, Filing, and Inspection** **And Geotechnical Test/Report**	 **$875.00** **$5,000.00**
Subtotal (Additional Services Fees)	**$5, 875.00**		**Subtotal (Additional Services Fees)**	**$5, 875.00**
GRAND TOTAL	**$ 126,233.45**		**GRAND TOTAL**	**$ 115,179.62**

We look forward to working with you to complete our contract negotiations and respectfully wish to thank Hidalgo County for the opportunity to be of service.

Sincerely,

Louis H. Jones Jr., P.E.
President

Attachments:
Exhibit "D" Contract Rate Schedule
Exhibit "D" Fee Budget Estimate
cc: Richard D. Seitz, P.E.

AI-34403 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 09/25/2012

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

Department: PURCHASING DEPT.

Information

CAPTION

a. Discussion on the Construction Of Constable Precinct #1 Office Building Project and any necessary action regarding the "Parking Lot and Off-Site Drainage Improvements" for same project in connection with Precinct's 3 and 4 commitment to assist and complete this portion of the Constable's Office Building Project so as to proceed with the next step; and,

b. Discussion and approval of request by Raul E. Sesin, P.E., Hidalgo County's Planning Administrator, to coordinate along with Richard Sunday from Facilities Management with Precinct's 3 and 4 the "Parking Lot and Off-Site Drainage Improvements" inasmuch as the parking lot and off-site drainage improvements project bid was a "no action" on July 10, 2012 (AI #33091) by Commissioners Court with "final rejection" of bid on August 7, 2012 (AI#33565).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There is no fiscal impact on this agenda however, there is funding under Acct. #2-1336-421-00-220-042-0-720 for the "Construction Of Constable's Office Building In Precinct One".

Attachments

JULY 10 MINUTES AND AGENDA

AUGUST 7 MINUTES AND AGENDA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 04:16 PM
Budget & Management	Merlen P. Munoz	09/21/2012 04:41 PM
Olga Garza	Olga Garza	09/21/2012 04:52 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Vangie Garcia Started On: 09/21/2012 02:59 PM

Final Approval Date: 09/21/2012

(for sale or exchange) in connection with the "Precinct No. 2 Minnesota Drainage Improvements Project" #2012-177-OGG;

On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

b. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the: "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt to be Excavated" as described in section (A) in connection with the "Precinct No. 2 Drainage Improvements" project #2012-177-OGG.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

C. Pct. 4

1. AI-33092 Approval of Plans and Specifications for the following construction projects:

Procurement Method	Project No.	Project Name	Plans and Specifications Developed by:
Competitive Sealed Proposals (CSP)	2012-056B-08-01-MSS	HIDALGO COUNTY PRECINCT NO. 4- "Construction of a New Multi-Purpose Facility and Mechanical Shop".	ERO Architects
Request for Sealed Bids (RFB)	2012-056C-08-01-MSS	HIDALGO COUNTY PRECINCT NO. 4- "Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements"	Hidalgo County Planning Department Raul Sesin, P.E.

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

Commissioner Hector Palacios and Commissioner Quintanilla joined the meeting.

D. Constables

1. AI-33091 a. Presentation of correspondence from vendor, Bougambilias Construction, for Commissioner's Court to permit/approve the withdrawal of the bid submitted for the construction of a new Constable, Pct. #1 building/offices; and, if not approved,

Mr. Traver expressed his concerns from which the Court would be getting the funds from to complete this project.

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval and to release the Bond

b. Discussion and action in connection with County's options to possibly retain Bid Bond (5% of vendor's bid amount) from Bougambilias Construction, if applicable and feasible;

NO ACTION taken on this item.

c. Presentation for consideration and action (to award and/or reject) the lowest responsive/responsible bids individually received for the each of the following projects:

	Project No.	Description	Lowest Responsive Responsible Bids	Bid Amount	Recommendation by:
1.	2012-028-05-09-MSS	Hidalgo County - Construction of New Constable Precinct No. 1 Offices	Holchemont, LTD	$724,000.00	Project Architect: Alcocer Garcia Associates, Inc. Construction Manager: G.A.S. Enterprises, Inc.
2.	2012-028A-05-09-MSS	Hidalgo County - Construction of New Constable Precinct No. 1 Offices-Parking Lot and Off-Site Drainage	FJW Construction	$431,513.25	Project Engineer: Guzman and Munoz Engineering and Surveying, Inc. Construction Manager: G.A.S. Enterprises, Inc

On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve item 17.D.1.c.1. as it pertains to Holchemont, LTD.

NO ACTION taken on item 17.D.1.C.2. as it pertains to FJW Construction.

The Court then clarified that Commissioner Joseph Palacios and Commissioner Flores had committed to assisting Pct. #1 on the second phase of this project, with the exception of Curb & Gutter and Valde Guerra was asked to look for funds for the materials.

E. WIC

1. AI-32799 Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Bid No. 2012-053-MEG Hidalgo County WIC Program "Medical Supplies".

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve the two low bidders, Interboro and QuadMed, Inc.

F. Colonia Access Program Pct. 1

1. AI-32975 a. Requesting exemption from competitive bidding requirements under the TX Local Gov't. Code, 262.024 (A) (4) a professional (engineering) service;

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

b. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services Providers in connection with Pct 1-Round 3-BCAP Projects;

AI-33091 **Purchasing Department** **17. D. 1.**
CC REGULAR
Meeting Date: 07/10/2012
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of correspondence from vendor, Bougambilias Construction, for Commissioner's Court to permit/approve the withdrawal of the bid submitted for the construction of a new Constable, Pct. #1 building/offices; and, if not approved,

b. Discussion and action in connection with County's options to possibly retain Bid Bond (5% of vendor's bid amount) from Bougambilias Construction, if applicable and feasible;

c. Presentation for consideration and action (to award and/or reject) the lowest responsive/responsible bids individually received for the each of the following projects:

	Project No.	Description	Lowest Responsive Responsible Bids	Bid Amount	Recommendation by:
1.	2012-028-05-09-MSS	Hidalgo County -Construction of New Constable Precinct No. 1 Offices	Holchemont, LTD	$724,000.00	**Project Architect:** Alcocer Garcia Associates, Inc. **Construction Manager:** G.A.S. Enterprises, Inc.
2.	2012-028A-05-09-MSS	Hidalgo County -Construction of New Constable Precinct No. 1 Offices-Parking Lot and Off-Site Drainage	FJW Construction	$431,513.25	**Project Engineer:** Guzman and Munoz Engineering and Surveying, Inc. **Construction Manager:** G.A.S. Enterprises, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Refer to AI'#33139
Available balance as of 07/09/12 - $340,764.15
Transfer + 426,083.34
Total $766,847.49

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
As per Mr. Sergio Cruz, Budget Officer, funding has not been identified.

Attachments

Award Recom Constable Pct 1 Offices and Site Work Prkng and Drainage
Participating Vendors List -Parking Lot and Drainge
Constable Pct 1 Offices -Participating Vendors List
FJW Construction Bid Page
Holchemont Construction Bid Page
Withdrawal Reques Frm Bougamilia Const
Bid Bond Bougamilias Construction

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/05/2012 11:45 AM
Budget & Management	Merlen P. Munoz	07/05/2012 11:53 AM
Rosalinda Cantu	Merlen P. Munoz	07/06/2012 11:06 AM
Olga Garza	Olga Garza	07/06/2012 03:24 PM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Moises Salazar Started On: 07/03/2012

Final Approval Date: 07/06/2012

3. **AI-33494 Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications, etc....) as attached hereto for request for bids for: Hidalgo Count Precinct No. 2- "Purchase of Box Culverts for Minnesota Drain Project" Bid No.: 2012-196-CGA including the re-advertising of project in the event no bids received and/or rejection of bids received and project is still required.**

   On motion of Commissioner Quintanilla, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote of approval.

E. Pct. 4

1. **AI-33429 Requesting approval of an (On Call) "Professional Engineering Services" Agreement with DOS LOGISTICS, INC. for: "Road and Bridge, C.I.P. and Other Projects in General" located within Hidalgo County Precinct No. 4.**

   On motion of Commissioner Hector Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

2. **AI-33524 Appointment/Designation by Commissioner's Court of an evaluation committee as recommended by Precinct 4, to grade and score the Request for Competitive Sealed Proposals received for: MSS -Hidalgo County Precinct No. 4 -Construction of a New Multi-Purpose Facility and Mechanical Shop-CSP No. 2012-056B-08-01.**

   On motion of Commissioner Quintanilla, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote of approval to appoint/designate Rey Salazar & Sergio Cruz, Budget & Management; Raul Sessin, Planning Dept. ; Alex Palacios, Prodigy; Letty Saenz & Moises Salazar, Purchasing; and David Iglesias, ERO, as part of the evaluation committee.

F. Constables

1. **AI-33565 Recommendation to formally reject all bids received (see tabulation sheet attached herein) for Hidalgo County "Construction of New Constable Precinct No. 1 Offices -Parking Lot and Off-Site Drainage RFB No. 2012-028A-05-09-MSS in as much as no action was taken on July 10th and Commissioners' Court decided that project will be done through assistance from Pcts. 3 & 4 in addition open bids expire today (8-7-12).**

   On motion of Commissioner Hector Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

G. IT Department:

1. **AI-32952 a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC to declare as "Qualified" the sole response received from "AL3 Enterprises, LLC DBA Starr Telecom" so as to proceed with the next phase of the procurement process- authority to negotiate; and**

   b. Authority for Purchasing Department to negotiate a contract with AL3 Enterprises, LLC DBA Starr Telecom" for the provision of services as requested in RFP No: 2012-096-06-27-SMA- "Hidalgo County Informaiton Technology-Cabling Installation Services, Time and Materials"

   On motion of Commissioner Quintanilla, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote to approve items 22.G.1.a & b.

H. Sheriff's Office

AI-33565 **Purchasing Department** **22. F. 1.**
CC REGULAR
Meeting Date: 08/07/2012
Department Head: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Recommendation to formally reject all bids received (see tabulation sheet attached herein) for Hidalgo County "Construction of New Constable Precinct No. 1 Offices -Parking Lot and Off-Site Drainage RFB No. 2012-028A-05-09-MSS in as much as no action was taken on July 10th and Commissioners' Court decided that project will be done through assistance from Pcts. 3 & 4 in addition open bids expire today (8-7-12).

BACKGROUND

On July 10th Commissioners' Court took no action for this item. As noted in the July 10 th agenda minutes, there was a commitment by Commissioner Palacios, Precinct No. 4 and Commissioner Flores, Precinct No. 3 to assist Commissioner Quintanilla, on this project with the exception of Curb and Gutter.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding in place as CC announced project will be handled through force account and with assistance by Precincts 3 & 4.

Attachments

No Action July 10th Agenda Minutes
Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/03/2012 01:12 PM
Budget & Management	Merlen P. Munoz	08/03/2012 02:06 PM
Rosalinda Cantu	Rosie Cantu	08/03/2012 03:05 PM
Auditor's Office	Monica Badillo	08/03/2012 05:25 PM

Form Started By: Moises Salazar Started On: 08/02/2012
Final Approval Date: 08/03/2012

AI-34255 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 09/25/2012

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

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services.

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 professional engineering services Thomas Rd (Jackson to McColl Rd) within Pct No. 2.

Total	R.E. Garcia	Rio Delta Engineering	R.E. Gutierrez
Evaluator 1	94	88	100
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for Thomas Rd (Jackson to McColl Rd) within Pct No. 2 area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-083-0-731

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

BUDGETARY IMPACT:

AI#34380 on same CC meeting will transfer $200K to fund the account noted herein.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 03:07 PM
Budget & Management	Merlen P. Munoz	09/20/2012 03:55 PM
Roland Garcia	Rolando Garcia	09/21/2012 10:20 AM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Nielda Cavazos Started On: 09/14/2012 03:58 PM

Final Approval Date: 09/21/2012

HIDALGO COUNTY PRECINCT NO 2

FOR

Engineering Services

(Thomas Rd) (Jackson to McColl Rd street improvement)

Scoring & Evaluation GRID

Engineering Services

Total Scores	R.E. GARCIA	RIO DELTA ENGINEERING	R.E. GUTIERREZ ENGINEERING
Evaluator 1	94	88	100
Average			
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-34383 **Purchasing Department 19. C. 2.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Second Amendment to Interlocal Cooperation Agreement between City of San Juan, Hidalgo County Drainage District No. 1 and County of Hidalgo, for Minnesota Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-122-058-0-711/733/841

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

BUDGETARY IMPACT:

Additional funding support will be from UCP-TDRA disaster recovery monies.

Attachments

Executed ILA

First Amendment to ILA

Second Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 11:36 AM
Budget & Management	Merlen P. Munoz	09/21/2012 01:09 PM
Roland Garcia	Rolando Garcia	09/21/2012 05:00 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Katia Garcia Started On: 09/20/2012 04:09 PM

Final Approval Date: 09/21/2012

RECEIVED
SEP 2 1 2010
City Manager's Office

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS, HIDALGO COUNTY, TEXAS AND HIDALGO COUNTY DRAINAGE DISTRICT NO.1

THIS Agreement is made on this the 9TH day of SEPTEMBER, 2010, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan" the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" and **HIDALGO COUNTY DRAINAGE DISTRICT NO.1,** hereinafter referred to as "Drainage District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, Drainage District is a political subdivision in the State of Texas;

WHEREAS, the parties desire to make drainage improvements to an area encompassed by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez Road on the east as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial jurisdictions;

WHEREAS, the drainage improvements to the area shall include, but not be limited to, construction of a storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (collectively the "Drainage Improvements");

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to make the Drainage Improvements described herein within its corporate city limits.

2. County shall be responsible for the engineering, specifications, surveys, plans and maps necessary to construct the Drainage Improvements.

3. The County shall also be responsible for the acquisition of right of way and/or easement as may be necessary for the Drainage Improvements, including but not limited to, the actual cost for payment to persons owning or having an interest in the property acquired, engineering fees and costs associated with right of way mapping, title reports, appraisal fees, fees for experts, attorneys fees and court costs. All right of way and/or easement required for the open channel drainage ditch shall be in acquired in the name of the County and all right of way and/or easement required for the storm sewer pipe shall be acquired in the name of San Juan.

4. The County shall also be responsible for constructing the Drainage Improvements described herein, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors.

5. The County's costs for the work and services described in paragraphs 2, 3, and 4 above shall not exceed One Million Forty-Two Thousand Two Hundred Fifty Eight Dollars and 91/100th ($1,042,258.91) as is more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes.

6. San Juan agrees to reimburse the County an amount not to exceed Six Hundred Thousand Dollars and No/100ths ($600,000.00) of TDRA Disaster Recovery funds for the Drainage Improvements within thirty (30) days of receipt of invoice from County by San Juan.

7. San Juan shall be responsible for the maintenance and operation of the storm sewer pipe or any portion thereof so long as such storm sewer pipe remains within the city limits of San Juan.

8. County, through the services of the Drainage District, shall be responsible for the maintenance and operation of the open channel drainage ditch.

9. The Drainage District has determined it is in its best interest to participate in this Agreement and to maintain and operate the open channel drainage ditch as it adjoins/ is part of the Drainage District's master plan and will benefit the operations of the Drainage District.

10. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Drainage Improvements.

11. County shall cooperate with the City of San Juan in the development of the plans and specifications for the Drainage Improvements. However, all design, plans, specifications and construction for the open channel drainage ditch shall at a minimum, be designed at a level acceptable to the Drainage District.

12. San Juan shall be invited to attend all project meetings and shall be provided reasonable notice of such meetings held by the County or Drainage District or by the County's contractors pertaining to the Drainage Improvements.

13. The parties shall use their best efforts to complete the Drainage Improvements within two (2) years from the effective date of this Agreement.

14. The parties agree it is in their best interest to make the Drainage Improvements as described herein because the Drainage Improvements will serve to alleviate flooding and water overflow that occurs within their respective jurisdictions.

15. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

16. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

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

18. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by San Juan, County and the Drainage District, and not otherwise.

19. **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.

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

If to San Juan:	City of San Juan Attention: Mayor Pedro Contreras 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County Attention: Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Drainage District:	Hidalgo County Drainage District No. 1 Mr. Godfrey Garza 902 N. Doolittle Edinburg, TX 78541
With copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios 301 East State 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.

21. **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.

22. **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.

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

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

25. **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.

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

27. **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

28. **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 thirty (30) 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.

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

30. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

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

CITY OF SAN JUAN, TEXAS

Pedro Contreras, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY, TEXAS

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

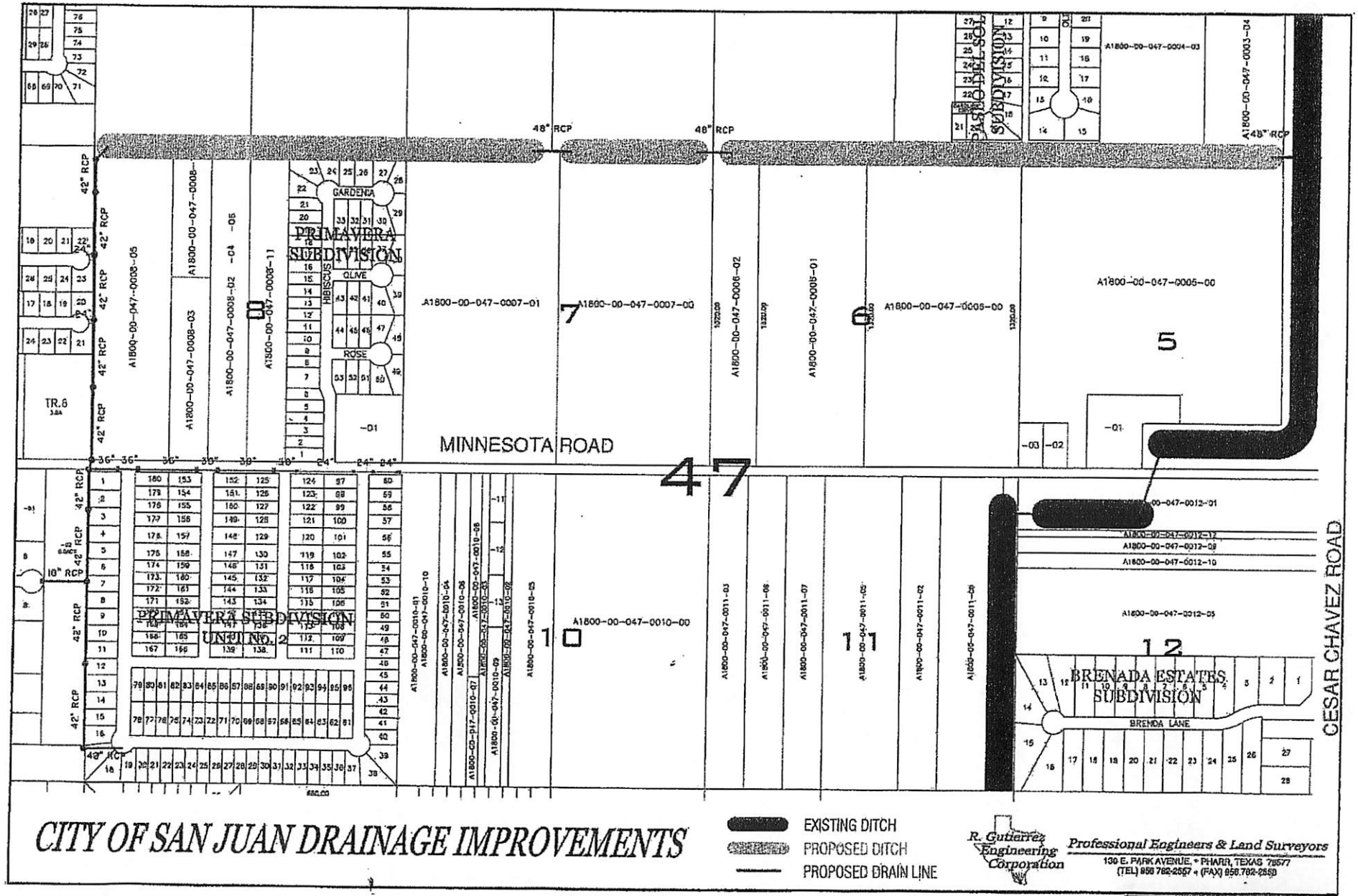
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Godfrey Garza, Executive Director

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain



CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE, * PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956.782-2559

EXHIBIT A

R. Gutierrez
Engineering Corporation

HIDALGO CO. PCT 2

7/27/2010

MINNESOTA DRAIN
ULTIMATE DESIGN

PROJECT COST ESTIMATE

ITEM DESCRIPTION		COST
MINNESOTA DRAIN		
LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		$732,542.00
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	$58,603.36	
Topographic Survey Services Fee (2.5% of Construction Cost)	$18,313.55	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	$76,916.91	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel)	$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel)	$35,200.00	
R.O.W. Map Services Fee	$44,800.00	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	$8,000.00	
Geotechnical Investigations Services Fee	$8,000.00	
TOTAL PROJECT PROFESSIONAL SERVICES COST		$129,716.91

TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST	$732,542.00	
PROFESSIONAL SERVICES COST	$129,716.91	
R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac)	$180,000.00	
TOTAL PROJECT COST		$1,042,258.91

EXHIBIT
B

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Descrip Minnesota Drain - Ultimate Design
Project Eng09.001
By: R.G.
Date: 27-Jul-10

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. DRAIN DITCH				
1	Ditch Excavation	CY	$3.40	55,959	$190,260.60
2	Ditch Fill	CY	$3.40	8,506	$28,920.40
3	48" R.C.P. CULVERT	LF	$68.00	458	$31,144.00
4	42" R.C.P. CULVERT	LF	$58.00	2,784	$161,472.00
5	36" R.C.P. PIPE	LF	$48.00	460	$22,080.00
5	30" R.C.P. CULVERT	LF	$36.00	430	$15,480.00
6	24" R.C.P. CULVERT	LF	$28.00	480	$13,440.00
7	6' CONC. MANHOLE	EA	$2,600.00	5	$13,000.00
8	TYPE "C" INLET	EA	$1,950.00	3	$5,850.00
9	TYPE "CC" INLET	EA	$2,400.00	3	$7,200.00
10	S.E.T. (24") SLOPE 4:1	LF	$750.00	1	$750.00
11	Concrete Riprap	CY	$350.00	380	$133,000.00
12	Conrete Wingwall	EA	$6,500.00	6	$39,000.00
13	Trench Safety Protection	LF	$1.50	2,900	$4,350.00
				DRAIN DITCH SUB-TOTAL :	$665,947.00
				GRAND TOTAL :	$665,947.00
				10% CONTINGENCY :	$66,595.00
				TOTAL PROBABLE CONSTRUCTION COST :	$732,542.00

732,642.
128,716
180,000

exhibit "C"

EXHIBIT "C"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL 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 construct drainage improvements located in the vicinity of Raul Longoria Road on the west, Nolana Loop on the south, Owassa road on the north and Cesar Chavez on the east (the "Project") through an Interlocal Cooperation Agreement to be entered into between Hidalgo County, City of San Juan and Hidalgo County Drainage District No. 1.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

R. Gutierrez
Engineering Corporation

CITY OF SAN JUAN
HIDALGO CO. PCT 2

1/14/2011

MINNESOTA DRAIN
INTERIM DESIGN
(W/O DETENTION) **

PROJECT COST ESTIMATE

ITEM DESCRIPTION		COST
MINNESOTA DRAIN LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		$663,718.00
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	$53,097.44	
Topographic Survey Services Fee (2.5% of Construction Cost)	$16,592.95	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$69,690.39**	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel)	$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel)	$35,200.00	
R.O.W. Map Services Fee	**$44,800.00**	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	$8,000.00	
Geotechnical Investigations Services Fee	**$8,000.00**	
TOTAL PROJECT PROFESSIONAL SERVICES COST		$122,490.39

TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST + 10 % CONTINGENCY	$663,718.00	
PROFESSIONAL SERVICES COST	$122,490.39	
R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac)	$180,000.00	
EASEMENT ACQUISITION COST (Est. 50,000 SF @ $2.00/SF)	$100,000.00	
APPRAISAL REPORTS (@ $2,500.00 per Parcel)	$40,000.00	
REVIEW APPRAISALS (@ $600.00 per Parcel)	$9,600.00	
CLOSING COSTS (@ $600.00 per Parcel)	$9,600.00	
MISCELLANEOUS LEGAL COSTS	$10,000.00	
TOTAL PROJECT COST		$1,135,408.39

600,000
(1) 535,408.39

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Description Minnesota Drain - Interim w/o Detention **
Project: Eng09.001
By: R.G.
Date: 5-Jan-11

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. DRAIN DITCH				
1	Ditch Excavation	CY	$2.50	58,305	$145,762.50
2	Ditch Fill	CY	$2.50	27,009	$67,522.50
3	Detention Pond Excavation	CY	$2.50	0	$0.00
4	7'x5' CONC BOX CULVERT	LF	$260.00	156	$40,560.00
5	7'x6' CONC BOX CULVERT	LF	$270.00	156	$42,120.00
6	3'X3' CONC BOX CULVERT	LF	$125.00	138	$17,250.00
7	42" R.C.P. CULVERT	LF	$55.00	2,714	$149,270.00
8	36" R.C.P. CULVERT	LF	$44.00	448	$19,712.00
9	30" R.C.P. CULVERT	LF	$32.00	619	$19,808.00
10	24" R.C.P. CULVERT	LF	$26.00	602	$15,652.00
11	18" R.C.P. CULVERT	LF	$20.00	392	$7,840.00
12	MANHOLE (TY A1)	EA	$2,400.00	4	$9,600.00
13	TYPE "C" INLET	EA	$2,000.00	11	$22,000.00
14	Concrete Riprap	CY	$320.00	77	$24,640.00
15	Conrete Wingwall (H=6 FT)	EA	$3,200.00	2	$6,400.00
16	Conrete Wingwall (H=5 FT)	EA	$3,000.00	2	$6,000.00
17	Conrete Wingwall (H=3 FT)	EA	$2,400.00	1	$2,400.00
18	Trench Safety Protection	LF	$1.50	4,562	$6,843.00
				DRAIN DITCH SUB-TOTAL :	$603,380.00
				GRAND TOTAL :	$603,380.00
				10% CONTINGENCY :	$60,338.00
				TOTAL PROBABLE CONSTRUCTION COST :	**$663,718.00**

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS, HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 AND THE COUNTY OF HIDALGO, TEXAS

This Amendment to Interlocal Cooperation Agreement by and among the City of San Juan, Hidalgo County Drainage District # 1 and the County of Hidalgo ("AMENDMENT") is made pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, on or about September 09, 2010 the City of San Juan (the "City"), Hidalgo Drainage District # 1 (the "District") and Hidalgo County (the "County") entered into an Inter local Cooperation Agreement ("the Agreement") regarding certain drainage work improvements (the "Minnesota Drainage Project");

WHEREAS, numbered paragraph 5 of the Agreement stated that the County's costs for work and services would not exceed the stated sum;

WHEREAS, the City, the District and the County now desire to amend the Interlocal Agreement to reflect modified total projected costs; and

NOW THEREFORE, for and in consideration of the modified projected costs, and agreed upon Amendment to the Inter local Agreement, the City, the District and the County hereby agree to the following amendment to the Interlocal Agreement:

1. Numbered paragraph 5 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   "The County's costs for the work and services described in paragraphs 2, 3, and 4 above shall not exceed One Million One Hundred Thirty Five Thousand Four Hundred Eight Dollars and 39/100th ($1,135,408.39) as is more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes".

2. Exhibit B is deleted in its entirety and Exhibit B as attached hereto as Attachment A is hereby inserted in lieu thereof.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the City of San Juan, Hidalgo County Drainage District # 1 and Hidalgo County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN TRIPLICATE ORIGINALS and effective as of the 25th day of January, 2011.

CITY OF SAN JUAN, TEXAS

By: _____
Pedro Contreras, Mayor

ATTEST:

By: _____
Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY DRAINAGE DISTRICT # 1

By: _____
Godfrey Garza, Executive Director

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

1/25/11 jmb

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS, HIDALGO COUNTY, TEXAS AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT AMONG THE **CITY OF SAN JUAN, TEXAS, COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** (the "Amendment"), effective the _____day of _____ 2012, is made between the City of San Juan, Texas, County of Hidalgo, and the Hidalgo County Drainage District No. 1 pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 9, 2010, the City of San Juan, Texas ("San Juan"), Hidalgo County, Texas ("County") and Hidalgo County Drainage District No. 1 ("Drainage District") entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") regarding drainage improvements to an area encompassed by Raul Longoria Road on the west, Nolana Loop on the south, Owass Road on the north and Cesar Chavez Road on the east as more particularly described on Exhibit A to the Interlocal Agreement;

WHEREAS, the parties by Amendment to Interlocal Agreement dated January 25, 2011, amended numbered paragraph 5 of the Interlocal Agreement to reflect modified total projected costs;

WHEREAS, the parties desire to further amend the Interlocal Agreement to modify the total projected costs, to more clearly define the project being particularly located in San Juan, Texas with the remainder of the project being located in rural areas of the County, to modify the estimated projected completion date of the project and to replace Exhibit A of the Interlocal Agreement with a revised Exhibit A;

NOW THEREFORE, for and in consideration of the modification of the tasks and the amendment of the Interlocal Agreement to be performed by the parties and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, San Juan, County, and Drainage District agree to the following amendments to the Interlocal Agreement:

1. The first sentence of numbered paragraph 5 is deleted in its entirety and the following is inserted in lieu thereof:

> The County's cost for the work and services in paragraphs 2,3 and 4 above shall not exceed One Million Six Hundred Forty Five Thousand Four Hundred Sixty Three Dollars and

Seventy One Cents ($1,645,463.71)

2. A new paragraph numbered 31 of the Interlocal Agreement is to be inserted to read as follows:

> The Drainage Improvements are located or to be located in an area approximately twenty five percent (25%) of which is in the municipal limits of San Juan and the remaining portion of the Drainage Improvements are to be located in the rural areas of the County.

3. Numbered paragraph 13 of the Interlocal Agreement shall be deleted in its entirety and the following inserted in lieu thereof:

> The parties shall use their best efforts to complete the Drainage Improvements within two (2) years from the effective date of this Second Amendment to Interlocal Agreement.

4. Exhibit A of the Interlocal Agreement is deleted in its entirety and Exhibit A attached hereto to this Second Amendment to Interlocal Agreement is inserted in lieu thereof.

5. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and San Juan, County and Drainage District ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

SIGNATURE PAGE TO FOLLOW

CITY OF SAN JUAN

_____
San Juanita Sanchez, Mayor

ATTEST:

_____
_____, City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

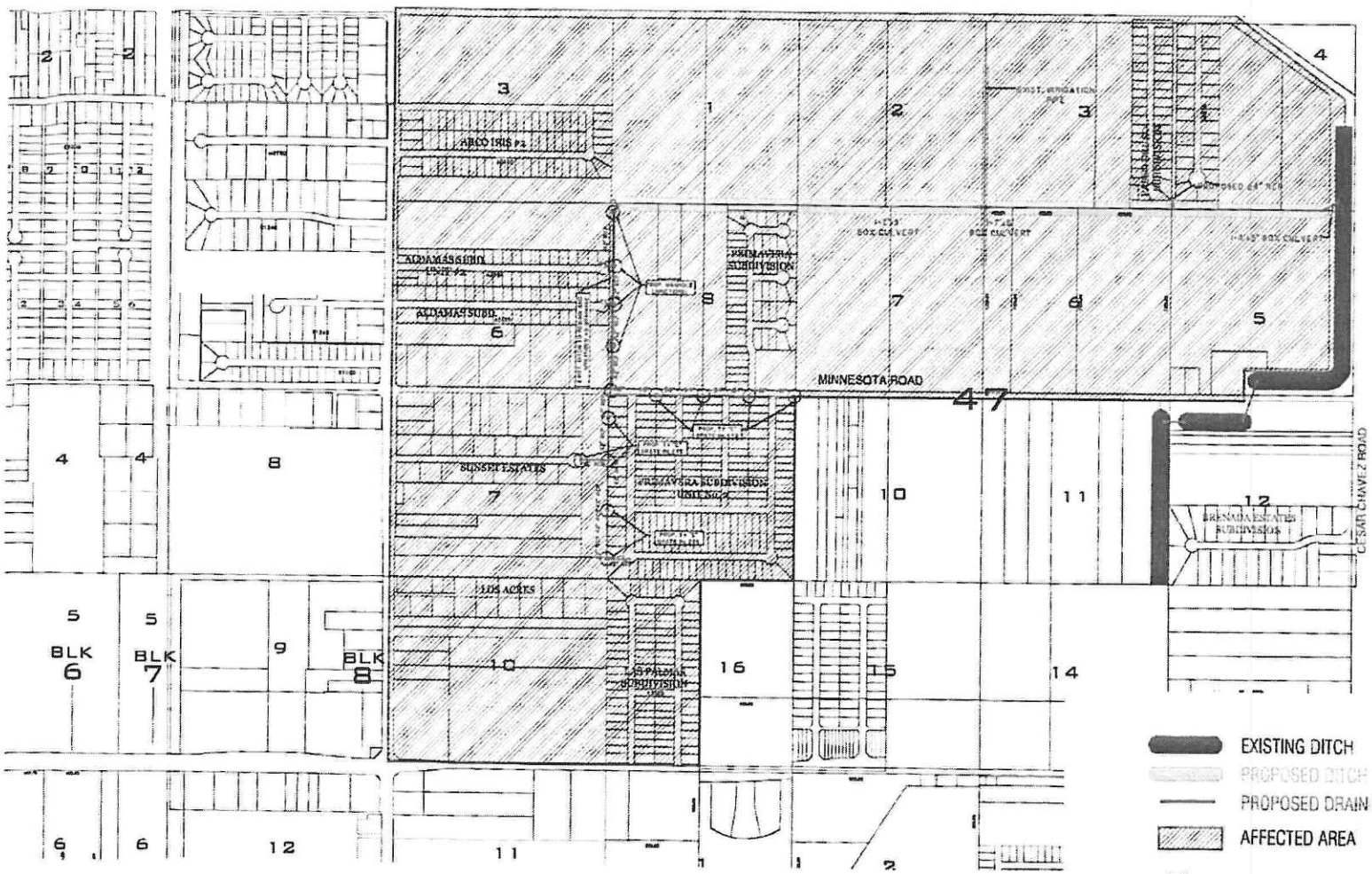
By: _____
Ramon Garcia, Chairman of Board

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT "A"



MINNESOTA DRAIN PROJECT IMPROVEMENTS

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2597 • (FAX) 956 782-2558
FIRM No. 486

AI-34397 **Purchasing Department 19. D. 1.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project engineer, Raul Sesin, P. E., Hidalgo County Planning Department for Commissioner's Court to award to responsible, lowest and best bid meeting all specifications for Base Bid, Alternates 2, 4 and 5 in relation to Bid No. 2012-056C-08-01-MSS Hidalgo County Precinct No. 4 - "Construction of a New Multi-Purpose Facility and Mechanical Shop- Civil Site Improvements" to: Fresno Construction STFC, Inc. in the total amount of $188,710.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

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

BUDGETARY IMPACT:

Available balance as of 9-21-12:

Program#	Amount
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

Raul Sesin Award Recom

Bid Tabulation/Comparison

Vendor Participation/Plan Holders List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 02:44 PM
Budget & Management	Merlen P. Munoz	09/21/2012 02:59 PM
Manuel Chapa	Manuel Chapa	09/21/2012 03:33 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Moises Salazar Started On: 09/21/2012

Final Approval Date: 09/21/2012

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

September 17, 2012

Honorable Commissioner Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78542

RE: Construction of a New Multi-Purpose Facility and Mechanical Shop
Civil Site Improvements
Hidalgo County Precinct No. 4
Project No.: 2012-056C-02-29-MSS

Dear Commissioner Palacios;

Bids were received and opened for the Hidalgo County Precinct No. 4 Construction of a New Multi-Purpose Facility and Mechanical Shop - Civil Site Improvements Project No.: 2012-056C-02-29-MSS on August 01, 2012. The project was separated into different alternatives to allow the County to select the work that would be awarded or performed in-house. As per our discussions and based on the Precinct's schedule we have considered the award of the Base Bid along with Alternate No. 2, No. 4, and No. 5. A total of five bids were received with Fresno Construction STFC, Inc. being low bidder for the combined items to be awarded. Fresno Construction STFC, Inc. is the total low bidder with a Base Bid amount of $96,687.25, Alternate No. 2 bid of $25,199.00, Alternate No. 4 bid of $42,242.00, and Alternate No. 5 bid of $24,582.50. Attached is a copy of the bid tabulation for your review.

This project consists of site civil work including the preparation of base, sub-grade for the parking area, drainage improvements, water and sanitary sewer improvements, and re-construction of the access road. We recommend awarding the project to Fresno Construction STFC, Inc for the base bid and Alternate No. 2, No. 4, and No. 5 in the amount of $188,710.75.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

PE 9/17/12

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

BID COMPARISON

HIDALGO COUNTY PRECINCT No. 4

CONSTRUCTION OF A NEW MULTI-PURPOSE FACILITY AND MECHANICAL SHOP - CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-02-29-MSS

				HIGHMARK CONSTRUCTION		FRESNO CONST. STFC, INC.		OG CONSTRUCTION		ASAGO, LLC		SAENZ UTILITY CONTRACTORS	
BASE BID													
1	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	6,149	SY	$ 1.27	$ 7,809.23	$ 2.25	$ 13,835.25	$ 3.50	$ 21,521.50	$ 1.50	$ 9,223.50	$ 1.50	$ 9,223.50
2	8" COMPACTED CALICHE (LABOR ONLY)	1,855	SY	$ 4.47	$ 8,291.85	$ 6.00	$ 11,130.00	$ 2.00	$ 3,710.00	$ 9.00	$ 16,695.00	$ 6.00	$ 11,130.00
3	10" COMPACTED CALICHE (LABOR ONLY)	4,294	SY	$ 4.89	$ 20,997.66	$ 7.00	$ 30,058.00	$ 3.00	$ 12,882.00	$ 8.00	$ 34,352.00	$ 7.35	$ 31,560.90
4	TENSAR TX 5 TRIAX GEOGRID (MATERIAL & LABOR)	4,294	SY	$ 3.61	$ 15,501.34	$ 3.50	$ 15,029.00	$ 4.00	$ 17,176.00	$ 2.00	$ 8,588.00	$ 7.15	$ 30,702.10
5	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	520	LF	$ 7.69	$ 3,998.80	$ 12.00	$ 6,240.00	$ 9.00	$ 4,680.00	$ 8.00	$ 4,160.00	$ 9.00	$ 4,680.00
6	6 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	276	LF	$ 30.80	$ 8,500.80	$ 20.00	$ 5,520.00	$ 48.00	$ 13,248.00	$ 30.00	$ 8,280.00	$ 28.25	$ 7,797.00
7	6" CONCRETE APRON ENTRANCE (MATERIAL & LABOR)	425	SY	$ 40.00	$ 17,000.00	$ 35.00	$ 14,875.00	$ 59.00	$ 25,075.00	$ 40.00	$ 17,000.00	$ 42.50	$ 18,062.50
	TOTAL				**$ 82,099.68**		**$ 96,687.25**		**$ 98,292.50**		**$ 98,298.50**		**$ 113,156.00**
ADD ALTERNATE NO. 1													
1	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	1,392	SY	$ 1.22	$ 1,698.24	$ 2.25	$ 3,132.00	$ 3.50	$ 4,872.00	$ 1.50	$ 2,088.00	$ 1.55	$ 2,157.60
2	8" COMPACTED CALICHE (LABOR ONLY)	1,557	SY	$ 4.50	$ 7,006.50	$ 6.00	$ 9,342.00	$ 3.00	$ 4,671.00	$ 9.00	$ 14,013.00	$ 7.95	$ 12,378.15
3	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	664	LF	$ 7.68	$ 5,099.52	$ 12.00	$ 7,968.00	$ 8.00	$ 5,312.00	$ 8.00	$ 5,312.00	$ 9.15	$ 6,075.60
4	6 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	126	LF	$ 30.16	$ 3,800.16	$ 20.00	$ 2,520.00	$ 45.00	$ 5,670.00	$ 30.00	$ 3,780.00	$ 28.25	$ 3,559.50
5	REMOVE AND DISPOSE OF CONCRETE CURB AND GUTTER	72	LF	$ 13.89	$ 1,000.08	$ 10.00	$ 720.00	$ 9.00	$ 648.00	$ 10.00	$ 720.00	$ 5.25	$ 378.00
	TOTAL				**$ 18,604.50**		**$ 23,682.00**		**$ 21,173.00**		**$ 25,913.00**		**$ 24,548.85**
ADD ALTERNATE NO. 2													
1	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (185.0 SY)	1,662	SF	$ 4.81	$ 7,994.22	$ 5.00	$ 8,310.00	$ 3.25	$ 5,401.50	$ 5.00	$ 8,310.00	$ 5.50	$ 9,141.00
2	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR) (WEST OF ADMIN BLDG)	1	LS	$ 4,000.00	$ 4,000.00	$ 2,300.00	$ 2,300.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00	$ 9,500.00	$ 9,500.00
3	CONCRETE SPILLWAYS (MATERIAL & LABOR)	6	EA	$ 416.67	$ 2,500.02	$ 300.00	$ 1,800.00	$ 350.00	$ 2,100.00	$ 1,000.00	$ 6,000.00	$ 255.00	$ 1,530.00
4	CONCRETE STOPS	71	EA	$ 67.61	$ 4,800.31	$ 65.00	$ 4,615.00	$ 110.00	$ 7,810.00	$ 100.00	$ 7,100.00	$ 32.00	$ 2,272.00
5	18" SAFETY END TREATMENT	3	EA	$ 1,166.67	$ 3,500.01	$ 300.00	$ 900.00	$ 750.00	$ 2,250.00	$ 1,200.00	$ 3,600.00	$ 850.00	$ 2,550.00
6	18" RCP-RJ CL III	80	LF	$ 47.50	$ 3,800.00	$ 30.00	$ 2,400.00	$ 36.00	$ 2,880.00	$ 35.00	$ 2,800.00	$ 29.00	$ 2,320.00
7	24" RCP-RJ CL III	71	LF	$ 56.34	$ 4,000.14	$ 40.00	$ 2,840.00	$ 42.00	$ 2,982.00	$ 50.00	$ 3,550.00	$ 39.00	$ 2,769.00
8	DETENTION SWALE EXCAVATION	2,034	SF	$ 2.95	$ 6,000.30	$ 1.00	$ 2,034.00	$ 2.00	$ 4,068.00	$ 1.50	$ 3,051.00	$ 0.95	$ 1,932.30
	TOTAL				**$ 36,595.00**		**$ 25,199.00**		**$ 31,991.50**		**$ 37,911.00**		**$ 32,014.30**
ADD ALTERNATE NO. 3													

				HIGHMARK CONSTRUCTION		FRESNO CONST. STFC, INC.		OG CONSTRUCTION		ASAGO, LLC		SAENZ UTILITY CONTRACTORS	
1	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (285.0 SY)	2,561	SF	$ 3.44	$ 8,809.84	$ 5.00	$ 12,805.00	$ 35.00	$ 89,635.00	$ 5.00	$ 12,805.00	$ 4.75	$ 12,164.75
2	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR)(EAST SIDE OF ADMIN BLDG)	1	LS	$ 4,000.00	$ 4,000.00	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00
3	CONCRETE SPILLWAYS (MATERIAL & LABOR)	7	EA	$ 357.14	$ 2,499.98	$ 300.00	$ 2,100.00	$ 400.00	$ 2,800.00	$ 1,000.00	$ 7,000.00	$ 250.00	$ 1,750.00
4	CONCRETE STOPS	18	EA	$ 83.33	$ 1,499.94	$ 65.00	$ 1,170.00	$ 110.00	$ 1,980.00	$ 100.00	$ 1,800.00	$ 32.00	$ 576.00
5	18" SAFETY END TREATMENT	5	EA	$ 1,160.00	$ 5,800.00	$ 300.00	$ 1,500.00	$ 650.00	$ 3,250.00	$ 1,200.00	$ 6,000.00	$ 850.00	$ 4,250.00
6	18" RCP-RJ CL III	176	LF	$ 42.61	$ 7,499.36	$ 40.00	$ 7,040.00	$ 38.00	$ 6,688.00	$ 35.00	$ 6,160.00	$ 29.00	$ 5,104.00
8	DETENTION SWALE EXCAVATION	6,642	SF	$ 2.03	$ 13,483.26	$ 1.00	$ 6,642.00	$ 2.00	$ 13,284.00	$ 1.50	$ 9,963.00	$ 0.95	$ 6,309.90
		TOTAL			**$ 43,592.38**		**$ 33,557.00**		**$ 120,137.00**		**$ 46,228.00**		**$ 37,654.65**
ADD ALTERNATE NO. 4													
1	2" WTR PVC PIPE (INCLUDES ELBOWS AND MISC. FITTINGS)	941	LF	$ 17.00	$ 15,997.00	$ 10.00	$ 9,410.00	$ 7.00	$ 6,587.00	$ 6.00	$ 5,646.00	$ 11.00	$ 10,351.00
2	6" WTR CASING FOR 2" PVC PIPE	266	LF	$ 13.16	$ 3,500.56	$ 15.00	$ 3,990.00	$ 9.00	$ 2,394.00	$ 25.00	$ 6,650.00	$ 9.00	$ 2,394.00
3	SAN SWR 8" SDR-26 PVC PIPE	483	LF	$ 22.36	$ 10,799.88	$ 15.00	$ 7,245.00	$ 17.00	$ 8,211.00	$ 15.00	$ 7,245.00	$ 29.00	$ 14,007.00
4	SAN SWR 6" SDR-26 PVC PIPE	410	LF	$ 18.29	$ 7,498.90	$ 13.00	$ 5,330.00	$ 16.00	$ 6,560.00	$ 13.00	$ 5,330.00	$ 26.00	$ 10,660.00
5	SANITARY SWR MANHOLE	2	EA	$ 3,500.00	$ 7,000.00	$ 3,750.00	$ 7,500.00	$ 3,400.00	$ 6,800.00	$ 2,500.00	$ 5,000.00	$ 4,500.00	$ 9,000.00
6	4" SWR SERVICE CONNECTION	2	EA	$ 1,250.00	$ 2,500.00	$ 1,500.00	$ 3,000.00	$ 800.00	$ 1,600.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00
7	SWR CLEAN OUT	3	EA	$ 500.00	$ 1,500.00	$ 150.00	$ 450.00	$ 200.00	$ 600.00	$ 600.00	$ 1,800.00	$ 450.00	$ 1,350.00
8	2-4" PVC ELECTRICAL CONDUIT	74	LF	$ 16.22	$ 1,200.28	$ 8.00	$ 592.00	$ 10.00	$ 740.00	$ 15.00	$ 1,110.00	$ 16.00	$ 1,184.00
9	PIPE BEDDING AS PER DETAIL SHEET C-8	2,100	LF	$ 3.71	$ 7,791.00	$ 2.25	$ 4,725.00	$ 1.00	$ 2,100.00	$ 4.00	$ 8,400.00	$ 4.00	$ 8,400.00
		TOTAL			**$ 57,787.62**		**$ 42,242.00**		**$ 35,592.00**		**$ 43,181.00**		**$ 60,346.00**
ADD ALTERNATE NO. 5													
1	EXCAVATE, TREAT & REWORK ALL EXISTING ACCESS ROAD SECTION TO ACHIEVE PROPOSED 8" FINISH BASE	1,967	SY	$ 16.27	$ 32,003.09	$ 6.00	$ 11,802.00	$ 12.00	$ 23,604.00	$ 20.00	$ 39,340.00	$ 6.95	$ 13,670.65
2	PRIME COAT (MC-30) ENTIRE BASE OF ACCESS RD AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	1,706	SY	$ 1.64	$ 2,797.84	$ 2.25	$ 3,838.50	$ 3.50	$ 5,971.00	$ 1.50	$ 2,559.00	$ 1.45	$ 2,473.70
3	TENSAR TX 5 TRIAX GEOGRID (MATERIAL & LABOR)	1,967	SY	$ 4.07	$ 8,005.69	$ 3.50	$ 6,884.50	$ 4.00	$ 7,868.00	$ 5.00	$ 9,835.00	$ 7.45	$ 14,654.15
4	RE-GRADE EXISTING ROAD SIDE DITCH AND EXCAVATE NEW ROADSIDE DITCH WEST TO DISCHARGE POINT	823	LF	$ 4.86	$ 3,999.78	$ 2.50	$ 2,057.50	$ 4.00	$ 3,292.00	$ 10.00	$ 8,230.00	$ 5.85	$ 4,814.55
		TOTAL			**$ 46,806.40**		**$ 24,582.50**		**$ 40,735.00**		**$ 59,964.00**		**$ 35,613.05**
	BASE BID TOTAL				$ 82,099.68		$ 96,687.25		$ 98,292.50		$ 98,298.50		$ 113,156.00
	ADD ALTERNATE NO. 1 TOTAL				$ 18,604.50		$ 23,682.00		$ 21,173.00		$ 25,913.00		$ 24,548.85
	ADD ALTERNATE NO. 2 TOTAL				$ 36,595.00		$ 25,199.00		$ 31,991.50		$ 37,911.00		$ 32,014.30

	HIGHMARK CONSTRUCTION	FRESNO CONST. STFC, INC.	OG CONSTRUCTION	ASAGO, LLC	SAENZ UTILITY CONTRACTORS
ADD ALTERNATE NO. 3 TOTAL	$ 43,592.38	$ 33,557.00	$ 120,137.00	$ 46,228.00	$ 37,654.65
ADD ALTERNATE NO. 4 TOTAL	$ 57,787.62	$ 42,242.00	$ 35,592.00	$ 43,181.00	$ 60,346.00
ADD ALTERNATE NO. 5 TOTAL	$ 46,806.40	$ 24,582.50	$ 40,735.00	$ 59,964.00	$ 35,613.05

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 4

CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-08-01-MSS

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
7-19-12	8:45 AM	IOC COMPANY	IRAM VILLA	956 522 8696	
7-19-12	9:20 a.m.	High Mark	Joseph AGurra	512-246-8042	
7-23-12	10:15 am	2GS, LLC	Beto GARCIA Jr	956-607-4448	
7-24-12	11:15am	Asago Const.	Raul Iglesias	607-0741	
7-24-12	5:05	Dos Logistics (candelaorganizations@yahoo.com)	Roy Vela	956-968-8300	
7/24/12	4:00	O. G. Construction Co. LLC	Omar Garcia	956-292-0008	
7/25/12	3:00	SAENZ UTILITY	Roberto Rodriguez	956-373-5108	
7/20/12		AmTek Planroom	John Rush	512-323-0588	emailed
7/24/11	3:55	Prodigy C-M	JERRY GARCIA	800-1122	
7/27/2012	8:01	Castle Enterprises	YVONNE Gonzalez YVONNE.Gonzalez@CastleEnterprises.us	800-4144	
07/30/12	8:35	FRESNO CONST. STFC	PACHECO, RICK	381-8875	FRESNOPACHECO@YAHOO.COM
7-30-12	2:[illegible]	E-Con	Eli Gonzalez EGonzalez@E-Conmgr.Net	630-618-[illegible]	

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 4

CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-08-01-MSS

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
7-30-12	3:05	D&J site Construction Inc.	Mark Goldammer	605-2198	
		mg92867@aol.com			

AI-34399 **Purchasing Department 19. E. 1.**

CC REGULAR

Meeting Date: 09/25/2012

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

Department: PURCHASING DEPT.

Information

CAPTION

Presentation by Hon. Arturo Guajardo, Hidalgo County Clerk for Hidalgo County Commissioners Court's acceptance and approval of agreement by and between the Department of State Health Services (DSHS or the Performing Agency) an agency of the State of Texas, for DSHS Program Vital Statistics Unit and Hidalgo County Clerk (Receiving Agency) in connection with the issuance of birth certificates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

For the purposes of issuing Birth Certificates at NO COST to the County.

No fiscal impact; Agreement is entered into at no cost to Co.

Attachments

Backup

EMAIL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 02:42 PM
Budget & Management	Merlen P. Munoz	09/21/2012 03:00 PM
Sylvia Solis	Sylvia Solis	09/21/2012 04:46 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Marty Salazar Started On: 09/21/2012 01:40 PM

Final Approval Date: 09/21/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

September 12, 2012

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return one copy to this unit as soon as possible.** Changes made to any portion of the contract are considered a counter-offer and are not valid without DSHS written concurrence.

PLEASE NOTE: Return one copy of the contract in its entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail:
Client Services Contracting Unit MC 1886
Department of State Health Services
PO Box 149347
Austin, TX 78714-9347
Attention: Yvonne Alba

Physical Address for Overnight Mail:
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 West 49th Street
Austin, TX 78756
Attention: Yvonne Alba

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Yvonne Alba at 512-776-6362 or via email at yvonne.alba@dshs.state.tx.us

Sincerely,

Bob Burnette

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-042043-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and Hidalgo County Clerk (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.

2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed.

3. **Term of the Contract.** This Contract begins on 09/01/2012 and ends on 08/31/2014. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.

5. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Exhibits, if applicable

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 Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish applicable software programs, and provide technical assistance related to equipment and programs under control of the Performing Agency.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

A) normal key-entry errors in spellings;

B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and

C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

7. **Payment Method.**

Fee for Service

Receiving Agency agrees to reimburse Performing Agency $1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

8. **Billing Instruction.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract. Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

Name: Texas Department of State Health Services
Vital Statistics Unit, MC2906
Address: P. O. Box 149347
Austin, Texas 78714-9347
Vendor Identification Number: 35375375371000

9. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

10. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

11. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

12. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

13. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30

days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that is has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

14. **Terms & Conditions.**

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

B. Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

C. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at http://www.dshs.state.tx.us/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

D. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

E. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

F. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY

OPERATION OF LAW.

G. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

H. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

I. Inspections. Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

J. Voided Records. To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

K. Credits. Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

15. **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

9/13/12
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

HIDALGO COUNTY CLERK

By: _____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

Zimbra **angela.garcia@co.hidalgo.tx.us**

FW: Department of Health Services

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Sep 21, 2012 03:37 PM
Subject : FW: Department of Health Services 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>, 'Angela Garcia' <angela.garcia@co.hidalgo.tx.us>

Ladies:
Please add this e-mail to AI#34399.
Thanks,
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, September 21, 2012 3:23 PM
To: 'Martha Salazar'
Subject: RE: Department of Health Services

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 21, 2012 2:41 PM
To: 'Steve Crain'
Cc: 'Darlene Betancourt'; 'rocio.villarreal'
Subject: FW: Department of Health Services
Importance: High

Mr. Crain:
At the County Clerk's request, we have added an agenda item to CC meeting of 9-25-12 to accept and approval the attached State Department of Health Services agreement for issuance of birth certificates. Please review and comment as to form. Will there be a problem since agreement has a term of 9-01-12 to 8-31-14?
Thanks,
Marty

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 21, 2012 2:34 PM
To: 'Martha Salazar'
Subject: Department of Health Services

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539



image001.jpg
12 KB

AI-34191 **19. F. 1.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7)-'an item that can only be obtained from only one source';

b. Approval of a "Sole Source Declaration" with Econet.com, Inc., and authority to purchase the continuation of the "Sentinel Intrusion Prevention Systems (IPS) Software Monitoring, Support & Maintenance" (no signed documents required only purchase order) with said sole source designation remaining in effect as long as (IT) Information Technologies Department possess and utilizes the software in the amount of $842.00 per month through requisition #217804.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funding available through Requisition#217804 in the amount of $5,388.00 as of 9/21/12 for ECONET.COM, INC.

Attachments

Requisition

Quote

County Sole Source Memo

262.024

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 11:54 AM
Budget & Management	Merlen P. Munoz	09/20/2012 01:52 PM
Erika Zamora	Erika Zamora	09/21/2012 04:41 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Matilde Faz Started On: 09/12/2012 04:10 PM

Final Approval Date: 09/21/2012

Requisition

Req # 00217804

PO #

Date: 06/13/12

Consent
34191
9/25/12

Bill To: x
x

Vendor : 391956
ECONET.COM, INC
17194 PRESTON RD SUITE 102-370
DALLAS TX 75248
FAX (888)888-1907

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	SS SENTINEL 04 SENTINEL HIGH AVAILABILITY RACK MOUNT-MONTHLY SERVICE INCLUDES 24/7 MONITORING, REMOTE MANAGEMENT SERVICES, UPDATE SERVICES, UPRADES AND ENHANCEMENTS. END USER AND VAR (IF APPLICABLE) AGREE TO USE THE SENTIENAL IPS APPLIANCE IN ACCORDANCE WITH THE SERVICE AGREEMENT AND END USER LICENSE AGREEMENT SERVICE PERIOD 07/01/12-06/30/2013	599.00	7,188.00
1.00	EACH	SS CREDIT TO INV ADJUSTMENT TO INVOICE	-1,800.00	-1,800.00
		Account No	Encumbrance	
		2-1100-415-00-200-002-0-336	5,388.00	
			Freight	.00
			Total	5,388.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

sentinel IPS
Intrusion Prevention Systems

17194 Preston Rd. Suite 102-370 Dallas, TX 75248-1227 972.991.5005

QUOTATION

P.O. No.
Terms Due on receipt
Rep DAL
Unit ID # 1U-3453-0410
Service Period 07/12 - 06/13

Bill To

Hidalgo County
Accounts Payable
100 N. Closner Blvd.
Edinburg, TX 78539

Installation Location

Hidalgo County
Renan Ramirez
100 N. Closner Blvd.
Edinburg, TX 78539

Date	Item	Description	Qty	Rate	Amount
	Sentinel 04	Sentinel High Availability Rack Mount - Monthly Service Includes 24/7 monitoring, remote management services, update services, upgrades and enhancements. End user and VAR (if applicable) agree to use the Sentinel IPS Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of EcoNet.com, Inc.	12	599.00	7,188.00
	Credit to Inv	Credit or Adjustment to Invoice		-1800.00	-1,800.00
		This is a quotation for maintenance - No signatures are required.			

Thank you for allowing us to serve your needs!

Sales Tax (8.25%)	$0.00
Subtotal	$5,388.00

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: September 18, 2012

Re: "Sole Source Declaration" - Econet.com, Inc.

Hidalgo County IT Department purchased Sentinel Intrusion Prevention Systems (IPS) with Network Cloaking and Collective Intelligence Network Scrutiny (CINS) in July of 2011 through the Department of Information Resources (DIR) contract #645.

In has now become necessary to purchase the monitoring and support services which is used in tandem with the IPS equipment.

Econet.com, Inc. is the sole source for monitoring and support services. In addition Econet.com, Inc. does not have a DIR contract for said services.

Therefore, it is necessary for Hidalgo County to purchase the required maintenance and support services from Econet.com, Inc.

This sole source declaration is valid product(s) described and detailed herein for the length of time the equipment, software (including upgrades) is used by Hidalgo County.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 797, § 13.38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(b) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

AI-34106 **Purchasing Department 19. F. 2.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of the final negotiated contract including "Best and Final Offer" (BAFO) from a sole participant "AL3 Enterprises, LLC DBA Starr Telecom for "Cabling Installation Services, Time and Materials" for Hidalgo County Information Technology Countywide Department RFP No.: 2012-096-06-27-SMA.

BACKGROUND

1. Current Contract expires 10/31/12
2. New contract will commence 11/01/12
3. Contract document reviewed and approved from legal counsel on 09/05/12

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1100-415-00-200-002-0-431 & 432

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

BUDGETARY IMPACT:

Contract to be utlized on an as needed basis.

Funding available as of 9/21/12:
431 = $2,441.40
432 = $2.012.33

Attachments

contract document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/17/2012 03:37 PM
Budget & Management	Merlen P. Munoz	09/17/2012 04:11 PM
Erika Zamora	Erika Zamora	09/21/2012 05:01 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Sandra Montalvo Started On: 09/06/2012

Final Approval Date: 09/21/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG

BID OPENING DATE: June 27, 2012 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo Cty. Information Technology-Cabling Installation Services Time and Materials

BID NO.: 2012-096-06-27-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.	STARR TELECOMMUNICATIONS Attn: Cristina Munoz	Email	Sandra Montalvo	06/05/12	7130 W. Exp. 83 Mission, TX 78572 Tel: 580-1333 cristinamunoz@starrtelecom.com
2.	CERTIFIED TELECOM Attn: Adalberto Trejo	EMR	Sandra Montalvo	06/05/12	1413A Canales Bros. St. Rio Grande City, Texas 78582 956-607-4951 certifiedtelecom@gmail.com
3.	TAGLEROCK TECHNOLOGIES, LLC Attn: Chris Tagle or Keegan Santos	EMR	Sandra Montalvo	06/05/12	1524 S 7th Ave Edinburg, Tx 78539 Office: (956) 682-9889 Cell: (956) 270-7242 ksantos@taglerock.com
4.	MP NEXLEVEL Attn:: Chad Gerth	EMR	Sandra Montalvo	06/05/12	500 County Road 37 Maple Lake, MN 55358 O: 320-963-2428 C: 612-916-5637 F: 320-963-2438 cgerth@mpnexlevel.com
5.	TRITON TELECOMMUNICATIONS Attn: Servando Gutiérrez	IP	Sandra Montalvo	06/05/12	956-373-6323 tritontelecom@gmail.com
6.	AT&T – TEXAS Attn: Brenda Monteith	EMR	Sandra Montalvo	06/05/12	721 Beech Ave McAllen, TX 78501 Office (956) 984-4617 bm3274@att.com
7.	VIRTUAL BUILDERS EXCHANGE, LLC Attn: Lorri Chambers	EMR	Sandra Montalvo	06/08/12	4047 Naco Perrin, Ste 100 San Antonio, TX 78217 210.564.6900 210.564.6930 (fax) lorri@virtualbx.com
8.	CONSTRUCTION DATA COMPANY Attn: Theresa McGuckin	EMR	Sandra Montalvo	06/11/12	800.872.7878 x2429 direct: 512.634.5979 fax: 866.714.9554 One Oakbrook Terrace Ste 510 Oak Brook Terrace, IL 60181 cdcnews.com
9.	MAISTRO SERVICES Attn: Francisco Tenorio	EMR/IP	Sandra Montalvo	06/12/12	P.O. BOX 1802 SAN JUAN, TX 78589 956-638-9818 maistrosvc@msn.com
10.	ACCU-TECH CORPORATION SAN ANTONIO Attn: Wes Jennings	EMR	Sandra Montalvo	06/11/12	12625 Wetmore Rd. #207 San Antonio, TX 78247 Office: 210-402-0316 Cell: 210-792-1358 Toll Free: 877-803-0162 Fax: 210-490-0062 Wesley.Jennings@accu-tech.com
11.	RICOH USA Attn: Aissa Garcia	EMR	Sandra Montalvo	06/12/12	1400 N. McColl, Ste. 103 McAllen, TX 78501 Phone: 956.687.9156, ext. 209 Cell: 956.607.6465 Fax: 956.687.2012 Aissa.Garcia@Ricoh-USA.com
12.	HENOCK CONSTRUCTION, LLC Attn: Henock Perez	EMR	Sandra Montalvo	0612/12	1731 S San Marcos St., Bldg 906 San Antonio, Texas 78207 Phone: 210-661-2737 Fax: 210-661-2705Henock Perez henock@henockconstruction.com

13.	CMS COMPUTER MAINTENANCE SERVICE, INC Attn: Richard Walters	EMR	Sandra Montalvo	0612/12	P.O. Box 5533 McAllen, TX 78502 956-687-4175 956-687-2187 Richard Walters cmsmcallen@yahoo.com
14.	NET-LINK, INC. Attn: Juan Carlos Bermudez	EMR	Sandra Montalvo	06/14/12	55 North Street Brownsville, TX 78521 956-465-4144 956-433-7080 ceo@net-linkinc.com
15.	SHAMROCK COMMUNICATIONS Attn: Israel Pena	EMR	Sandra Montalvo	06/19/12	20302 Park Row, Suite 500 Katy, TX 77449 phone: 281-600-0606 fax: 281-492-0441 email: israel@shamrock-ip.com web: www.shamrock-ip.com
16.	PRIME VENDOR INC Attn: Erika Russ	EMR	Sandra Montalvo	06/20/12	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403 Phone: 800 746-9554 Fax: 800 746-8307 bids17@prime-vendor.com
17.	CONSTRUCTION DATA COMPANY Attn: Danielle Hartman	EMR	Sandra Montalvo	06/25/12	42021 W. Parmer Lane, Suite A200 Austin TX 78727 Phone 512.634.5968 Fax 800.487.7878 cdcnews.com
18.	CURREY ADKINS Attn: CEVIN CURREY, RCDD	EMR	Sandra Montalvo	06/25/12	200 South Alto Mesa El Paso, TX 79912 Phone: (915) 833-6604 Fax: (915) 833-6618 ccurrey@curreyadkins.com
19.	TELEPRO COMMUNICATIONS Attn: Jesse Rodriguez	EMR	Sandra Montalvo	06/22/12	956-618-1478 Direct 956-618-2360 Main 956-451-5643 Cell 956-686-0422 Fax 3315 N. Ware Rd. McAllen, TX 78501 jesse@teleprocommunications.com

***VIA:**

IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME/DECRISPTION OF PROJECT: *Hidalgo County Information Technology- Cabling Installation Services , Time And Materials*

PROPOSAL ACCEPTANCE DATE/TIME: JUNE 27, 2012 @ 9:30 A.M.

RFP NO: 2012-096-06-27-SMA | **BUYER: SANDRA MONTALVO**

	NAME OF COMPANY	Acknowledgement Receipt	Addendum No. 1
1.	**AL3 Enterprises, LLC D/B/A Starr Telecom**	√	√
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

From:	Evangelina Garcia
To:	josephine.ramirez@da.co.hidalgo.tx.us
Cc:	roy.cazares@da.co.hidalgo.tx.us; "Sandra Montalvo"; norma.silva@da.co.hidalgo.tx.us
Subject:	RE: Cabling Installation Services Contract
Date:	Wednesday, September 05, 2012 5:07:36 PM

Alright.....I will send someone to pick the document up tomorrow.....thank you.....have a good evening.

Bye

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, September 05, 2012 4:02 PM
To: 'Evangelina Garcia'
Cc: norma.silva@da.co.hidalgo.tx.us
Subject: Cabling Installation Services Contract

Vangie,

I have reviewed the contract you sent over. It is signed and ready for pick up.

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

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-096-09-25

THIS CONTRACT is made and entered into this **25th Day** of **September, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **AL3 Enterprises, LLC, d/b/a Starr Telecom** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Cabling Installation Services, Time and Materials,** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. 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 **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **November 1, 2012** and ending on **October 31, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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. **INDEMNIFICATION: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY**

SHALL COVER ANY ACT OR FAILURE TO ACT BY THE COMPANY, ITS AGENTS OR EMPLOYEES.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**AL3 Enterprises, LLC d/b/a Starr Telecom** **304 W. 27th Street** **Mission, Texas 78572**

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. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY COMMISSIONES COURT: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 4, 2012

Respondent's name

Address

City

State, Zip Code

RE: Request for Proposals
Hidalgo County Information Technology-***"Cabling Installation Services, Time and Materials"***
RFP № 2012-096-06-27-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL (RFP)
HIDALGO COUNTY INFORMATION TECHNOLOGY
"Cabling Installation Services, Time and Materials"
RFP No: 2012-096-06-27-SMA

TABLE OF CONTENTS

Item	Description	No. of Pages
1)	**Request for Proposal Letter**	1
2)	**Request for Proposal, Legal Notice**	8
3)	▪ ***Exhibit "A"*** **-Specifications/Requirements/Scope of Services, consist of 7 pages** ▪ ***Additional Scope of Services*****, consist of 11 pages** ▪ ***Proposal Pages,*** **consist of 6 pages**	24
4)	**Exhibit "B" Evaluation Criteria & Evaluation Form**	2
5)	**Exhibit "C" Insurance Requirements**	4
6)	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	1
7)	**Exhibit "E" Proposers Affidavit**	1
8)	**Vendor/Bidder Application and W-9 form**	6
9)	**Certification Regarding Debarment**	1
10)	**Draft Service Contract**	9

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 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

June 04 , 2012
Date

RFP NO: 2012-096-06-27-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY INFORMATION TECHOLOGY

"Cabling Installation Services Time and Materials"

PROPOSAL ACCEPTANCE DATE: June 27, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Proposals** will be received for ***"Hidalgo County Information Technology–Cabling Installation Services Time and Materials"***, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP No: 2012-096-06-27-SMA- *Hidalgo County Information Technology–Cabling Installation Services Time and Materials"***, and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m., Wednesday, June 27, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2012-096-06-27-SMA-Hidalgo County *Information Technology– "Cabling Installation Services Time and Materials"*

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN Wednesday, June 13, 2012, at 5:00 p.m. Responses will be sent to all applicants by **Friday, June 15, 2012 at 5:00 p.m.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's.

11. Costs are to be net F.O.B. destination 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's 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 proposal 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 card to the Hidalgo County Auditor 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation - **"Hidalgo County Information Technology-" *Cabling Installation Services Time and Materials"***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Proposal Acceptance Date: **June 27, 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 and services exceeding $100,000, all submitters 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 participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications~~.

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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor

Please submit complete 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 THESOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - 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 proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until:
    a) the contract expires;
    b) delivery and acceptance of products, and/or performance of services ordered, or;
    c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer 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 Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal
for
HIDALGO COUNTY INFORMATION TECHNOLOGY
"Cabling Installation Services Time and Materials"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Request for Proposal
Hidalgo County Information Technology
"Cabling Installation-Services, Time and Materials"
RFP NO: 2012-096-06-27-SMA
NIGP COMMODITY CODES:
962-18-Cable Construction-Installation & Maintenance (Fiber Optic, Communication, Computer etc.)
204-13-Cabling-Computer Hardware & Peripherals for Microcomputers

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed "Electrical and Tele-data Communications Contractor" for "Cabling-Installation-Time-Materials-Other Services" on an "As Needed Basis". The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County's Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Cabling-Installation-Time-Materials-Other Services". Request For Proposals will be accepted until **9:30 A.M., Wednesday, June 27, 2012. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2012-096-06-27-SMA

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

QUESTIONS AND ANSWERS:
WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACIMILE (956) 318-2629 or emailed: sandra.montalvo@co.hidalgo.tx.us NO LATER THAN Wednesday, June 13, 2012, at 5:00 p.m. Responses will be sent to all applicants via facsimile or emailed by Friday, June 15, 2012 by 5:00p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to thoroughly review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for one (1) year with Hidalgo County Commissioner's Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions.

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 for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (If applicable)

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

NUMBER OF COPIES TO BE SUBMITTED
A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" that is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Vendor must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SECTION-III
SCOPE OF SERVICES

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" that is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:

   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B), to the ITTS Department based on the following classifications of notification:

   a) Routine – within forty-eight (48) hours after visiting the site.
   b) Expedite – within twenty-four (24) hours after visiting the site.
   c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects, (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. PERMITS, FEES AND NOTICES:

   a) The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

   b) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

   c) If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installer's helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designate Hidalgo County I.T.'s representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

PREPARATION OF PROPOSAL
All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

SECTION IV
SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

a) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

b) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling Installation Services, Time and Materials for Hidalgo County Information Technology.

1) **ELECTRICAL AND TELE-DATA COMMUNCATIONS CONTRACTOR(S): (20 Points)**
The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Vendor must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2) **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "**Electrical and Tele-data Communications Contractor(S)**" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3) **COST FEES AND WARRANTY: (30 Points)**
Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

4) **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
The **"Electrical and Tele-data Communications Contractor(s)"** should provide as much background information as to its experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:

Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, and capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation Services, Time and Materials". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "A"

ADDITIONAL SCOPE OF SERVICES
"Hidalgo County Information Technology-Cabling Installation Services, Time and Materials"
RFP NO: 2012-096-06-27-SMA

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Proposers shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to propose on and perform work. Proposer(s) shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful proposer will be required to meet Hidalgo County Tele-Data conventions and standards. The successful Proposer will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

a) Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.

b) A consultant or contractor, by responding to a proposal, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000 ft Bulk Cable					
RJ45 Connectors					

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000ft Bulk Cable					
Rj45 Connectors					

MISCELLANEOUS

	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable				
5' Patch Cable				
7' Patch Cable				
10' Patch Cable				
Custom (by foot)				
66 Block (Cat 5e)				
66 Block Cat 5e w/Connector				
5' Amphenol Cable (25 Pr)				
10' Amphenol cable (25 Pr)				
20' Amphenol Cable (25 Pr)				
24 Port Patch Panel (Modular)				
24 Port Patch Panel				
48 Port Patch Panel				
110 Wiring Blocks (100 Pr)				
Cross Connect Wire 24 AGW				
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit				

AUDIO, VIDEO & ALARM

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
RG-6 Coaxial Cable							
RG-59 Coaxial Cable							
RG-59/18-2 Combo Cable							
Digital Coaxial Cable							
18/2 Speaker Cable							
18/2 Security Cable							
22/4 Security Cable							
RG59 Connectors							
BNC Connectors							
RG6 Connectors							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand							
12 Strand							
24 Strand							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC MISC

Description	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST						
SC						
LC						

WALL MOUNT RACKS 18" DEEP

Description	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

WALL MOUNT RACKS 24" DEEP

Description	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Aluminum		
Installation		
Floor Mount Open Rack 4 –Post Frame (Black)		
Installation		
Open Cabinet with Casters (Black)		
Installation		
Open Cabinet with Side Panels Only (Black)		
Installation		
Cabinet with Side Panels and Front and Back Locking Doors		
Installation		
Ladder Rack Assembly 10' Sections & Hardware		
Installation		
Vertical Cable Management for Open Floor Mount Rack		
Fan/Filter Kit for Wall-Mount Rack with Enclosure		
Fan/Filter Kit for Enclosed Floor Mount Cabinet		

UPS

DESCRIPTION	TOWER	RACK MOUNT	OTHER
500			
750			
1000			
1200			
1500			
1750			
2000			
3000			

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	
Cable Support Saddles	
D-Rings	
Wire Mold Raceway	
Wire Mold Boxes	
Wire Mold Clips	
Low Voltage Single Gang Box	

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	
Fire Wall Penetrations	
Asbestos Penetration	

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

Description	2" conduit	4" conduit	Trenching	Trenching (Asphalt/Caliche)	4" Bore	6" Bore	Pull Box 2x3x2	Pull Box 6x4x3	Ahphalt Repair (Per Foot)
Regular									
Expedited									
Emergency									
Long Bend Elbows									
Regular Elbows									
LB ACCESS FITTINGS									

Trenching 3' deep by 4" wide Asphalt Repair: Asphalt or Concrete

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

Decription	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUTIO/VIDEO	OTHER
Regular Hours						
After Hours/Holiday						
Expedited						
Emergency						

ETHERNET-ENABLE CONTROLLERS
(Power over Ethernet)

DESCRIPTION	PRICE PER UNIT	INSTALLATION & PROGRAMMING
INTEGRAL Intelli-m 4 Control Module Kit		
INTEGRAL Intelli-m Single Control Module Kit		
INTEGRAL Single Module Add-on Kit		
Proximity Reader		
Electric Door Strike (Wood)		
Electric Door Strike (Metal)		
Electromagnetic Lock		
Request to Exit Buttons		
12/24 Power Supply		
Intelli-m Base Software Kit-32 Doors		
Intelli-m Software 32 door Add-on		
HID ProxKey II (Keyfobs)		
HID-ISO Prox Card		

II. SPECIFICATIONS:

A. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

B. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:

(a) Routine – five (5) working days of notification
(b) Expedite – one (1) working day of notification
(c) Emergency – two (2) hours of notification

C. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page of this bid), to the ITTS Department based on the following classifications of notification:

(a) Routine – within forty-eight (48) hours after visiting the site.
(b) Expedite – within twenty-four (24) hours after visiting the site.
(c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

D. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

E. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

F. PERMITS, FEES AND NOTICES:

1) The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

2) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

3) If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

G. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

H. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

I. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

J. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

K. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installer's helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

L. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

M. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

N. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

O. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

P. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

Q. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

R. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

S. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designate Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

III. TERMS & CONDITIONS:

1) **SCOPE of CONTRACT:**

This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the Proposer. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by Proposers on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statues. Hidalgo County will seek purchases from State-awarded

contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.

2) **TERM CONTRACT:**
The initial term of this contract shall commence upon award for one (1) year with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

3) **PRICE CHANGES:**
The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.

4) **METHOD OF AWARD:** Award, if any, will be made to
   a. **Primary Vendor** the responsible Proposer(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Proposal.
   b. **Secondary Vendor** the responsible Proposer(s) submitting the second lowest proposal(s) and meeting all requirements of this Request for Proposal.

Hidalgo County reserves the right to award on an "all or none" or "by line item" basis. Proposer may propose on any or all items in order to be considered responsive to this Request for Proposal.

5) **PURCHASE ORDER:**
Contractor will not supply and/or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.

6) **MATERIAL COST:**
Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Proposer must include all costs in the delivered unit price.

7) **REQUIRED DELIVERY:** Verbal Purchase Order's placed by 3:00 p.m. shall be delivered to the department that same business day. Order's after 3:00 p.m. shall be next business day deliver.

8) **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

IV. ADDITIONAL INFORMATION:

1) All costs and expenses associated with preparation and submission of (bids, proposals and/or quotes) hall be the responsibility of the Proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

COPPER

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000 ft Bulk Cable					
RJ45 Connectors					

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000ft Bulk Cable					
Rj45 Connectors					

MISCELLANEOUS

Description	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable				
5' Patch Cable				
7' Patch Cable				
10' Patch Cable				
Custom (by foot)				
66 Block (Cat 5e)				
66 Block Cat 5e w/Connector				
5' Amphenol Cable (25 Pr)				
10' Amphenol cable (25 Pr)				
20' Amphenol Cable (25 Pr)				
24 Port Patch Panel (Modular)				
24 Port Patch Panel				
48 Port Patch Panel				
110 Wiring Blocks (100 Pr)				
Cross Connect Wire 24 AGW				
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit				

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

AUDIO, VIDEO & ALARM

Cable Type	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connector (NP)	Other
RG-6 Coaxial Cable							
RG-59 Coaxial Cable							
RG-59/18-2 Combo Cable							
Digital Coaxial Cable							
18/2 Speaker Cable							
18/2 Security Cable							
22/4 Security Cable							
RG59 Connectors							
BNC Connectors							
RG6 Connectors							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand							
12 Strand							
24 Strand							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch					
3m Patch					

FIBER OPTIC MISC

	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST						
SC						
LC						

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

WALL MOUNT RACKS 24" DEEP

	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Aluminum		
Installation		
Floor Mount Open Rack 4 –Post Frame (Black)		
Installation		
Open Cabinet with Casters (Black)		
Installation		
Open Cabinet with Side Panels Only (Black)		
Installation		
Cabinet with Side Panels and Front and Back Locking Doors		
Installation		
Ladder Rack Assembly 10' Sections & Hardware		
Installation		

EXHIBIT "B"

Evaluation Criteria & Form
Hidalgo County Information Technology
"Cabling Installation-Services, Time and Materials"
RFP NO: 2012-096-06-27-SMA

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

A. The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

B. After the RFPs have been reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling Installation-Services, Time and Materials" for Hidalgo County Information Technology.

1) **ELECTRICAL and TELE-DATA COMMUNICATIONS CONTRACTOR(s): (20 Points)**
The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Vendor must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2) **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Electrical and Tele-data Communications Contractor(s)" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3) **COST FEES AND WARRANTY: (30 Points)**
Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

4) **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
The **"Electrical and Tele-data Communications Contractor(s)"** should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

EXHIBIT "B"
EVALUATION FORM
Hidalgo County Information Technology
"Cabling Installation-Services, Time and Materials"

SELECTION CRITERIA	POINTS	SCORE
1. ELECTRICAL AND TELE-DATA COMMUNICATIONS CONTRACTOR(S)	**(20 points)**	
➢ The Electrical and Tele-Data Communications Contractor(s) should provide information related to its Qualifications.	10	
➢ Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required.	5	
➢ A list of, and scope of, similar projects for comparative purposes shall be included in response	5	
Comments/Rationale for points	**TOTAL:**	_____
2. UNDERSTANDING THE SERVICES/METHODOLOGY	**(20 points)**	
➢ The "Electrical and Tele-Data Communications Contractor(s) must state the approach and/or methodology used in achieving and rendering all services detailed and required.	20	
Comments/Rationale for points:	**TOTAL:**	_____
4. COST FEES AND WARRANTY:	**(30 points)**	
➢ Provide fees for services and warranty as detailed on requirement.	15	
➢ Cost fee proposal should include any/all cost of permits, fees, warranty, etc.	15	
Comments/Rationale for points:	**TOTAL:**	_____
5. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"	**(30 points)**	
➢ The "Electrical and Tele-Data Communications Contractor(s)" should provide as much background information as to it's experiences in providing similar projects.	15	
➢ Shall secure and pay for the building permit and for all required permits, government fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.	15	
Comments/Rationale for points:	**TOTAL:**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

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 THE 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 EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					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)	$
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- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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"

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)

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number: ☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION and INELIGIBILITY

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ____ Day of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Cabling Installation Services, Time and Materials,** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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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 **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **November 1, 2012** and ending on **October 31, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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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. **INDEMNIFICATION: 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**

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OR EMPLOYEES.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

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. 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

DRAFT

services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

DRAFT

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 12, 2012

RE: ADDENDUM NO.1
RFP No: 2012-096-06-27-SMA
"Hidalgo County Information Technology-Cabling Installation Services, Time and Material"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with ***"Hidalgo County Information Technology"*** Request for proposals for ***"Cabling Installation Services, Time and Material"***

Please attach this **ADDENDUM NO. 1** with your PROPOSAL packet. This document shall become as fully a part of the above named RFP and Contract Documents as if included and shall take full and complete precedence over anything stated or shown to the contrary in them. See original packet LEGAL NOTICE page 3 paragraph 9.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us .

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/sma
Enclosures

ADDENDUM NO. 1

June 12, 2012

RFP NO. 2012-096-06-27-SMA

"Hidalgo County Information Technology-Cabling Installation Services, Time and Material"

The following items and information are corrections and/or additions to the above referenced project.

1) Modification to -EXHIBIT A- REQUIREMENTS/SPECIFICATIONS Paragraph No. 19 -PAGE 6- Should read as follows: *All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc.* ***All test results shall be submitted electronically to designate Hidalgo County I.T.'s representative within five (5) days of test*** *completion. Invoices will NOT be paid unless corresponding test results are received.*

2) Correction ON EXHIBIT A-PROPOSAL PAGES consisting of 6 pages. REPLACE with the attached PROPOSAL PAGES 1-6 .

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, June 12, 2012 for RFP NO.: 2012-096-06-27-SMA- ***"Hidalgo County Information Technology-Cabling Installation Services, Time and Material"***

_____ _____

Printed Proposer Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

COPPER

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000 ft Bulk Cable					
RJ45 Connectors					

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000ft Bulk Cable					
Rj45 Connectors					

MISCELLANEOUS

Description	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable				
5' Patch Cable				
7' Patch Cable				
10' Patch Cable				
Custom (by foot)				
66 Block (Cat 5e)				
66 Block Cat 5e w/Connector				
5' Amphenol Cable (25 Pr)				
10' Amphenol cable (25 Pr)				
20' Amphenol Cable (25 Pr)				
24 Port Patch Panel (Modular)				
24 Port Patch Panel				
48 Port Patch Panel				
110 Wiring Blocks (100 Pr)				
Cross Connect Wire 24 AGW				
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit				

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

AUDIO, VIDEO & ALARM

Cable Type	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connector (NP)	Other
RG-6 Coaxial Cable							
RG-59 Coaxial Cable							
RG-59/18-2 Combo Cable							
Digital Coaxial Cable							
18/2 Speaker Cable							
18/2 Security Cable							
22/4 Security Cable							
RG59 Connectors							
BNC Connectors							
RG6 Connectors							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode) REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand							
12 Strand							
24 Strand							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch					
3m Patch					

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

FIBER OPTIC MISC

	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST						
SC						
LC						

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

WALL MOUNT RACKS 24" DEEP

	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Aluminum		
Installation		
Floor Mount Open Rack 4 –Post Frame (Black)		
Installation		
Open Cabinet with Casters (Black)		
Installation		
Open Cabinet with Side Panels Only (Black)		
Installation		
Cabinet with Side Panels and Front and Back Locking Doors		
Installation		
Ladder Rack Assembly 10' Sections & Hardware		
Installation		
Vertical Cable Management for Open Floor Mount Rack		
Fan/Filter Kit for Wall-Mount Rack with Enclosure		
Fan/Filter Kit for Enclosed Floor Mount Cabinet		

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

UPS

DESCRIPTION	TOWER	RACK MOUNT	OTHER
500			
750			
1000			
1200			
1500			
1750			
2000			
3000			

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	
Cable Support Saddles	
D-Rings	
Wire Mold Raceway	
Wire Mold Boxes	
Wire Mold Clips	
Low Voltage Single Gang Box	

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	
Fire Wall Penetrations	
Asbestos Penetration	

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" Conduit	4" Conduit	Trenching	Trenching (Asphalt/Caliche)	4" Bore	6" Bore	Pull Box 2x3x2	Pull Box 6x4x3	Ahphalt Repair (per foot)
Regular									
Expedited									
Emergency									
Long Bend Elbows									
Regular Elbows									
LB ACCESS FITTINGS									

Trenching 3' deep by 4" wide Asphalt Repair: Asphalt or Concrete

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/ FAX	ACCESS CONTROL	AUTIO/VIDEO	OTHER
Regular Hours						
After Hours/Holiday						
Expedited						
Emergency						

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

ETHERNET-ENABLE CONTROLLERS

(Power over Ethernet)

DESCRIPTION	PRICE PER UNIT	INSTALLATION & PROGRAMMING
INTEGRAL Intelli-m 4 Control Module Kit		
INTEGRAL Intelli-m Single Control Module Kit		
INTEGRAL Single Module Add-on Kit		
Proximity Reader		
Electric Door Strike (Wood)		
Electric Door Strike (Metal)		
Electromagnetic Lock		
Request to Exit Buttons		
12/24 Power Supply		
Intelli-m Base Software Kit-32 Doors		
Intelli-m Software 32 door Add-on		
HID ProxKey II (Keyfobs)		
HID-ISO Prox Card		

WARRANY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____

Describe the process to be used to electronically accept, process and report job requested and progress to Hidalgo County _____

_____

_____

List test equipment to comply with testing requirements

Copper			
Fiber			

Hidalgo County Reserves the Right to Award On an "All or None" Or By "Line Item" Basis

COMPANY NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

PHONE №:_____ **FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ **EMAIL:**_____

EXHIBIT "B"
VENDOR'S BID

OPENED 9:48 6-30-12 Witnessed

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

COPPER

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	$54.00	$80.00	$110.00	$1.75	2.50%
Regular (Post-Punch)	$60.00	$86.00	$126.00	$2.00	2.50%
Expedited	$80.00	$105.00	$ 156.00	$2.25	2.50%
Emergency	$ 105.00	$ 162.00	$214.00	$2.50	----------
1000 ft Bulk Cable	$137.00	$95.00	$170.00	$770.00	----------
RJ45 Connectors (RJ-11, 50 Pack)	$11.00	$12.50	$14.50	----------	----------

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	$79.00	$98.00	$140.00	$3.20	2.50%
Regular (Post-Punch)	$87.00	$104.00	$147.00	$3.35	2.50%
Expedited	$116.00	$141.00	$208.00	$3.50	2.50%
Emergency	$158.00	$197.00	$258.00	$3.80	----------
1000ft Bulk Cable	$150.00	$243.00	$385.00	$963.00	----------
Rj45 Connectors	----------	----------	----------	----------	----------

MISCELLANEOUS

Description	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable		$5.34		
5' Patch Cable		$5.94		
7' Patch Cable		$6.84		
10' Patch Cable		$7.75		
Custom (by foot)	$5.90	$6.45		
66 Block (Cat 5e)		$25.00		
66 Block Cat 5e w/Connector		$45.00		
5' Amphenol Cable (25 Pr)	$22.50			
10' Amphenol cable (25 Pr)	$26.50			
20' Amphenol Cable (25 Pr)	$35.00			
24 Port Patch Panel (Modular)		$165.00	$265.00	
24 Port Patch Panel		$175.00	$265.00	
48 Port Patch Panel		$325.00	$450.00	
110 Wiring Blocks (100 Pr)	$65.00			
Cross Connect Wire 24 AGW	$80.00			
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			$215.00	

OPENED Witnessed

OPENED 9:48 6-19-12 Witnessed

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

AUDIO, VIDEO & ALARM

Cable Type	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connector (NP)	Other
RG-6 Coaxial Cable	$132.00	$62.00	$632.00	$132.00	$152.00	$73.00	
RG-59 Coaxial Cable	$138.00	$68.00	$310.00	$132.00	$154.00	$79.00	
RG-59/18-2 Combo Cable	$175.00	$84.00	$715.00	$268.00	$184.00	$94.00	
Digital Coaxial Cable	$185.00	$100.00	$794.00	$293.00	$205.00	$110.00	
18/2 Speaker Cable	$116.00	$43.00	$150.00	$102.00	$127.00	$55.00	
18/2 Security Cable	$75.00	$48.00	$203.00	$135.00	--------	-------	
22/4 Security Cable	$80.00	$55.00	$210.00	$145.00	----------	----------	
RG59 Connectors	$3.50	$3.50	----------	---------	----------	----------	
BNC Connectors	$3.50	$3.50	----------	----------	----------	----------	
RG6 Connectors	1.00	$1.00	----------	----------	----------	----------	

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode) REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand	$ 1.92	$ 1.77					
12 Strand	$ 2.75	$2.65					
24 Strand	$ 4.87	$4.30					

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.15	$2.30	$2.35	$2.55	$3.25	$30.00	$3.58	$1.90
12 Strand	$3.25	$3.40	$3.08	$3.25	$4.29	$30.00	$ 3.58	$1.90
24 Strand	$4.35	$4.95	$4.40	$4.70	$6.55	$30.00	$3.58	$1.90

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.20	$2.40	$2.40	$2.65	$3.25	$30.00	$3.75	$2.00
12 Strand	$3.30	$3.75	$3.15	$3.35	$4.45	$30.00	$3.75	$2.00
24 Strand	$4.35	$5.05	$4.45	$4.95	$6.70	$30.00	$ 3.75	$2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.50	$2.60	$2.70	$2.75	$3.35	$35.00	$3.80	$2.10
12 Strand	$3.60	$3.85	$3.25	$3.45	$4.55	$35.00	$3.80	$2.10
24 Strand	$4.70	$5.15	$4.55	$ 5.05	$6.80	$35.00	$3.80	$2.10

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

OPENED 9:48 6-27-12 Witnessed

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch	$ 21.50	$ 29.50	$29.50	$35.50	$42.50
3m Patch	$ 25.00	$ 31.45	$ 31.45	$51.83	$ 47.50

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$1.77	$1.92	$2.35	$2.55	$3.25	$30.00	$3.58	$1.90
12 Strand	$2.65	$2.75	$2.99	$3.25	$4.26	$30.00	$3.58	$1.90
24 Strand	$4.30	$4.87	$4.35	$4.70	$6.55	$30.00	$3.58	$1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.15	$2.30	$2.35	$2.55	$3.25	$30.00	$ 3.68	$1.95
12 Strand	$3.25	$3.65	$3.08	$3.35	$ 4.39	$ 30.00	$3.68	$1.95
24 Strand	$4.35	$4.95	$4.40	$4.70	$6.55	$30.00	$3.68	$1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.20	$ 2.40	$2.55	$2.65	$3.25	$30.00	$3.75	$2.00
12 Strand	$3.30	$3.75	$3.15	$ 3.35	$4.45	$30.00	$3.75	$2.00
24 Strand	$4.40	$5.05	$4.45	$4.95	$6.70	$30.00	$3.75	$2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.50	$2.60	$2.70	$2.75	$3.35	$30.00	$3.80	$2.10
12 Strand	$3.50	$3.85	$3.35	$3.45	$4.55	$30.00	$3.80	$2.10
24 Strand	$4.70	$5.15	$4.55	$5.05	$6.80	$30.00	$3.80	$2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	$25.00	$32.00	$32.00	$38.50	$46.10
3m Patch	$29.00	$34.50	$34.50	$56.00	$49.50

OPENED 9:48 6-29-12 Witnessed

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

FIBER OPTIC MISC

	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	$39.75	$39.75	$51.20	$51.20	$97.60	$230.00
SC	$42.10	$42.10	$98.60	$98.60		
LC	$78.50	$78.50	$109.10	$109.10		

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack	$315.00	$345.00	$420.00
Enclosed/Locking Wall Mount Rack	$680.00	$760.00	$935.00
Labor to Install	$100.00	$125.00	$140.00

WALL MOUNT RACKS 24" DEEP

	24"	36"	48"
Open Wall Mount Rack	$375.00	$445.00	$420.00
Enclosed/Locking Wall Mount Rack	$ 695.00	$795.00	$935.00
Labor to Install	$ 100.00	$125.00	$180.00

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Aluminum	$195.00	
Installation	$125.00	
Floor Mount Open Rack 4 –Post Frame (Black)	$785.00	
Installation	$125.00	
Open Cabinet with Casters (Black)	$990.00	
Installation	$125.00	
Open Cabinet with Side Panels Only (Black)	$1,410.00	
Installation	$125.00	
Cabinet with Side Panels and Front and Back Locking Doors	$1,670.00	
Installation	$125.00	
Ladder Rack Assembly 10' Sections & Hardware	$210.00	
Installation	$100.00	
Vertical Cable Management for Open Floor Mount Rack	$245.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	$130.00	
Fan/Filter Kit for Enclosed Floor Mount Cabinet	$615.00	

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

OPENED 9:48 10-22-12 Witnessed

UPS

DESCRIPTION	TOWER	RACK MOUNT	OTHER
500	$168.00	----------	
750	$266.00	$530.00	
1000	$300.00	$690.00	
1200	$305.00	$710.00	
1500	$398.00	$797.00	
1750	$415.00	$825.00	
2000	$1,410.00	$1,210.00	
3000	$1,916.00	$ 1,485.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	$3.75
Cable Support Saddles	$22.50
D-Rings	$7.50
Wire Mold Raceway	$4.00per foot
Wire Mold Boxes	$7.98
Wire Mold Clips	$1.30
Low Voltage Single Gang Box	$5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	$65.00
Fire Wall Penetrations	$45.00
Asbestos Penetration	$125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" Conduit	4" Conduit	Trenching	Trenching (Asphalt/Calicle)	4" Bore	6" Bore	Pull Box 2x3x2	Pull Box 6x4x3	Ahphalt Repair (per foot)
Regular	$2.50	$4.56	$1.80	$3.60	$20.00	$25.00	$810.00	$1,200.00	$23.00
Expedited	$3.33	$5.50	$2.75	$4.30	$35.00	$42.00	$970.00	$1,400.00	$28.00
Emergency	$4.00	$6.10	$3.65	$3.65	$45.00	$56.00	$1.310	$1.710	$35.00
Long Bend Elbows	$55.00	$72.00							
Regular Elbows	$28.00	$38.00							
LB ACCESS FITTINGS	$19.50	$26.00							

Trenching 3' deep by 4" wide Asphalt Repair: Asphalt or Concrete

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/ FAX	ACCESS CONTROL	AUTIO/VIDEO	OTHER
Regular Hours	$65.00	$65.00	$65.00	$75.00	$75.00	
After Hours/Holiday	$97.50	$97.50	$97.50	$112.50	$112.50	
Expedited	$97.50	$97.50	$97.50	$112.50	$112.50	
Emergency	$97.50	$97.50	$97.50	$112.50	$112.50	

OPENED 9:48 6-2012 Witnessed

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

ETHERNET-ENABLE CONTROLLERS

(Power over Ethernet)

DESCRIPTION	PRICE PER UNIT	INSTALLATION & PROGRAMMING
INTEGRAL Intelli-m 4 Control Module Kit	$2.500.00	$400.00
INTEGRAL Intelli-m Single Control Module Kit	$785.00	$150.00
INTEGRAL Single Module Add-on Kit	$595.00	$100.00
Proximity Reader	$130.00	$50.00
Electric Door Strike (Wood)	$130.00	$100.00
Electric Door Strike (Metal)	$280.00	$125.00
Electromagnetic Lock	$180.00	$125.00
Request to Exit Buttons	$60.00	$125.00
12/24 Power Supply	$200.00	$100.00
Intelli-m Base Software Kit-32 Doors	$350.00	$150.00
Intelli-m Software 32 door Add-on	$200.00	----------
HID ProxKey II (Keyfobs)	$8.00	----------
HID-ISO Prox Card	$8.15	----------

WARRANY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM) ONE YEAR

Describe the process to be used to electronically accept, process and report job requested and progress to Hidalgo County JOB REQUEST CAN BE E-MAILED ELECTRONIC OR FAXED

List test equipment to comply with testing requirements

Copper	FLUKE OMNI SCAN	IDEAL SIGNAL TEK	
Fiber	FLUKE OMNI SCAN	IDEAL SIGNAL TEK	

Hidalgo County Reserves the Right to Award On an "All or None" Or By "Line Item" Basis

COMPANY NAME: AL3 ENTERPRISES, LLC DBA STARR TELECOM

ADDRESS: 304 W.VETERANS BLVD

CITY: PALMVIEW **STATE:** TEXAS **ZIP CODE:** 78572

PHONE №: 956-580-1333 **FAX №:** 956-519-7859

AUTHORIZED SIGNATURE: Leonel J. Lopez

PRINTED NAME: Leonel J. Lopez

TITLE: President **EMAIL:** ste@starrtelecom.com

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

TO: Leonel J. Lopez, President
AL3 Enterprises, LLC DBA Starr Telecom
via email: ste@starrtelecom.com

FROM: **Sandra Montalvo**, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DATE: **August 7, 2012**

SUBJECT: Request for Best and Final Offer for: ***Hidalgo County Information Technology-"Cabling Installation Services, Time Materials- RFP № 2012-096-06-27-SMA***

Please be advised that the County of Hidalgo respectfully request a "Best and Final Offer" on your proposed rates/fees.

Once Hidalgo County receives your "Best and Final Offer", we will proceed in placing an item on the next Commissioners' Court Agenda for final approval, acceptance and approval on a Final contract.

We request that you submit your "Best and Final Offer" on rates/fees by no later than **10:00 a.m. on Wednesday, August 13, 2012.**

Signed: Leonel J. Lopez Date: 8/13/2012

Printed Name: Leonel J. Lopez Title: President

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

COPPER

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	$53.00	$79.00	$109.00	$1.75	2.50%
Regular (Post-Punch)	$60.00	$85.00	$125.00	$2.00	2.50%
Expedited	$79.00	$105.00	$ 155.00	$2.25	2.50%
Emergency	$ 105.00	$ 161.00	$213.00	$2.50	----------
1000 ft Bulk Cable	$136.00	$94.00	$170.00	$770.00	----------
RJ45 Connectors (RJ-11, 50 Pack)	$11.00	$12.50	$14.50	----------	----------

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	$78.00	$97.00	$139.00	$3.20	2.50%
Regular (Post-Punch)	$86.00	$103.00	$146.00	$3.35	2.50%
Expedited	$115.00	$140.00	$207.00	$3.50	2.50%
Emergency	$157.00	$196.00	$257.00	$3.80	----------
1000ft Bulk Cable	$149.00	$242.00	$384.00	$963.00	----------
Rj45 Connectors	----------	----------	----------	----------	----------

MISCELLANEOUS

Description	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable		$5.34		
5' Patch Cable		$5.94		
7' Patch Cable		$6.84		
10' Patch Cable		$7.75		
Custom (by foot)	$5.90	$6.45		
66 Block (Cat 5e)		$25.00		
66 Block Cat 5e w/Connector		$45.00		
5' Amphenol Cable (25 Pr)	$22.50			
10' Amphenol cable (25 Pr)	$26.50			
20' Amphenol Cable (25 Pr)	$35.00			
24 Port Patch Panel (Modular)		$165.00	$265.00	
24 Port Patch Panel		$175.00	$265.00	
48 Port Patch Panel		$325.00	$450.00	
110 Wiring Blocks (100 Pr)	$65.00			
Cross Connect Wire 24 AGW	$80.00			
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			$215.00	

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

AUDIO, VIDEO & ALARM

Cable Type	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connector (NP)	Other
RG-6 Coaxial Cable	$132.00	$62.00	$632.00	$132.00	$152.00	$73.00	
RG-59 Coaxial Cable	$138.00	$68.00	$310.00	$132.00	$154.00	$79.00	
RG-59/18-2 Combo Cable	$175.00	$84.00	$715.00	$268.00	$184.00	$94.00	
Digital Coaxial Cable	$185.00	$100.00	$794.00	$293.00	$205.00	$110.00	
18/2 Speaker Cable	$116.00	$43.00	$150.00	$102.00	$127.00	$55.00	
18/2 Security Cable	$75.00	$48.00	$203.00	$135.00	--------	-------	
22/4 Security Cable	$80.00	$55.00	$210.00	$145.00	----------	----------	
RG59 Connectors	$3.50	$3.50	----------	---------	----------	----------	
BNC Connectors	$3.50	$3.50	----------	---------	----------	----------	
RG6 Connectors	1.00	$1.00	----------	---------	----------	----------	

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode) REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand	$ 1.92	$ 1.77					
12 Strand	$ 2.75	$2.65					
24 Strand	$ 4.87	$4.30					

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.15	$2.30	$2.35	$2.55	$3.25	$30.00	$3.58	$1.90
12 Strand	$3.25	$3.40	$3.08	$3.25	$4.29	$30.00	$ 3.58	$1.90
24 Strand	$4.35	$4.95	$4.40	$4.70	$6.55	$30.00	$3.58	$1.90

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.20	$2.40	$2.40	$2.65	$3.25	$30.00	$3.75	$2.00
12 Strand	$3.30	$3.75	$3.15	$3.35	$4.45	$30.00	$3.75	$2.00
24 Strand	$4.35	$5.05	$4.45	$4.95	$6.70	$30.00	$ 3.75	$2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.50	$2.60	$2.70	$2.75	$3.35	$35.00	$3.80	$2.10
12 Strand	$3.60	$3.85	$3.25	$3.45	$4.55	$35.00	$3.80	$2.10
24 Strand	$4.70	$5.15	$4.55	$ 5.05	$6.80	$35.00	$3.80	$2.10

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch	$ 21.50	$ 29.50	$29.50	$35.50	$42.50
3m Patch	$ 25.00	$ 31.45	$ 31.45	$51.83	$ 47.50

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$1.77	$1.92	$2.35	$2.55	$3.25	$30.00	$3.58	$1.90
12 Strand	$2.65	$2.75	$2.99	$3.25	$4.26	$30.00	$3.58	$1.90
24 Strand	$4.30	$4.87	$4.35	$4.70	$6.55	$30.00	$3.58	$1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.15	$2.30	$2.35	$2.55	$3.25	$30.00	$ 3.68	$1.95
12 Strand	$3.25	$3.65	$3.08	$3.35	$ 4.39	$ 30.00	$3.68	$1.95
24 Strand	$4.35	$4.95	$4.40	$4.70	$6.55	$30.00	$3.68	$1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.20	$ 2.40	$2.55	$2.65	$3.25	$30.00	$3.75	$2.00
12 Strand	$3.30	$3.75	$3.15	$ 3.35	$4.45	$30.00	$3.75	$2.00
24 Strand	$4.40	$5.05	$4.45	$4.95	$6.70	$30.00	$3.75	$2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.50	$2.60	$2.70	$2.75	$3.35	$30.00	$3.80	$2.10
12 Strand	$3.50	$3.85	$3.35	$3.45	$4.55	$30.00	$3.80	$2.10
24 Strand	$4.70	$5.15	$4.55	$5.05	$6.80	$30.00	$3.80	$2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	$25.00	$32.00	$32.00	$38.50	$46.10
3m Patch	$29.00	$34.50	$34.50	$56.00	$49.50

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

FIBER OPTIC MISC

	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	$39.75	$39.75	$51.20	$51.20	$97.60	$230.00
SC	$42.10	$42.10	$98.60	$98.60		
LC	$78.50	$78.50	$109.10	$109.10		

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack	$315.00	$345.00	$420.00
Enclosed/Locking Wall Mount Rack	$680.00	$760.00	$935.00
Labor to Install	$100.00	$125.00	$140.00

WALL MOUNT RACKS 24" DEEP

	24"	36"	48"
Open Wall Mount Rack	$375.00	$445.00	$420.00
Enclosed/Locking Wall Mount Rack	$ 695.00	$795.00	$935.00
Labor to Install	$ 100.00	$125.00	$180.00

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Aluminum	$195.00	
Installation	$125.00	
Floor Mount Open Rack 4 –Post Frame (Black)	$785.00	
Installation	$125.00	
Open Cabinet with Casters (Black)	$990.00	
Installation	$125.00	
Open Cabinet with Side Panels Only (Black)	$1.410.00	
Installation	$125.00	
Cabinet with Side Panels and Front and Back Locking Doors	$1.670.00	
Installation	$125.00	
Ladder Rack Assembly 10' Sections & Hardware	$210.00	
Installation	$100.00	
Vertical Cable Management for Open Floor Mount Rack	$245.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	$130.00	
Fan/Filler Kit for Enclosed Floor Mount Cabinet	$615.00	

PROPOSAL PAGE

Hidalgo County Information Technology
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2012-096-06-27-SMA

UPS

DESCRIPTION	TOWER	RACK MOUNT	OTHER
500	$168.00	----------	
750	$266.00	$530.00	
1000	$300.00	$690.00	
1200	$305.00	$710.00	
1500	$398.00	$797.00	
1750	$415.00	$825.00	
2000	$1,410.00	$1,210.00	
3000	$1,916.00	$ 1,485.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	$3.75
Cable Support Saddles	$22.50
D-Rings	$7.50
Wire Mold Raceway	$4.00per foot
Wire Mold Boxes	$7.98
Wire Mold Clips	$1.30
Low Voltage Single Gang Box	$5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	$65.00
Fire Wall Penetrations	$45.00
Asbestos Penetration	$125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" Conduit	4" Conduit	Trenching	Trenching (Asphalt/Caliche)	4" Bore	6" Bore	Pull Box 2x3x2	Pull Box 6x4x3	Ahphalt Repair (per foot)
Regular	$2.50	$4.56	$1.80	$3.60	$20.00	$25.00	$810.00	$1,200.00	$23.00
Expedited	$3.33	$5.50	$2.75	$4.30	$35.00	$42.00	$970.00	$1,400.00	$28.00
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After Hours/Holiday	$97.50	$97.50	$97.50	$112.50	$112.50	
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HID ProxKey II (Keyfobs)	$8.00	----------
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List test equipment to comply with testing requirements

Copper	FLUKE OMNI SCAN	IDEAL SIGNAL TEK	
Fiber	FLUKE OMNI SCAN	IDEAL SIGNAL TEK	

Hidalgo County Reserves the Right to Award On an "All or None" Or By "Line Item" Basis

COMPANY NAME: AL3 ENTERPRISES, LLC DBA STARR TELECOM

ADDRESS: 304 W. VETERANS BLVD

CITY: PALMVIEW STATE: TEXAS ZIP CODE: 78572

PHONE №: 956-580-1333 FAX №: 956-519-7859

AUTHORIZED SIGNATURE:

PRINTED NAME: Leonel J. Lopez

TITLE: President EMAIL: ste@starrtelecom.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 01/20/12

PRODUCER
ACCESS INSURANCE AGENCY
5115 S. BUSINESS HWY 281, SUITE B
EDINBURG, TX 78539
956-702-9002 FAX: 956-702-9344

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
AL3 ENTERPRISES, LLC
DBA: STARR TELECOM
304 W. VETERANS BLVD.
PALMVIEW, TX 78572

INSURER A: LLOYD'S OF LONDON
INSURER B: PROGRESSIVE
INSURER C: TEXAS MUTUAL
INSURER D: LLOYD'S OF LONDON
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	TBTR002764	01/19/12	01/19/13	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	05261746-3	01/09/12	01/09/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	OTHER PROPERTY	TBTR002764	01/19/12	01/19/13	$370,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURANCE ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

HIDALGO COUNTY
ATTN: PURCHASING DEPT
2812 S HWY BUS 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Original Printing | Issued January 24, 2012 | Standard

Type : Stock

Markel Insurance Company
Ten Parkway North
Deerfield, IL 60015

NCCI Carrier Code: 22616

Policy Number: MWC0023551-01

Renewal of Policy:

Rewrite of Policy:

Fein # / Risk ID #: 264507794 / 421109680

1. The Insured's Name and Mailing address:
AL3 ENTERPRISES, LLC
304 W Veterans Blvd
Palmview, TX 78572-8190
956-655-7033

DBA Name: STAR TELECOM
SIC CODE: 4813

Other work place not shown above: See Attached Location Schedule

Type of entity: Limited Liability Company

2. The policy period is from 01/23/2012 to 01/23/2013 [12.01 AM Standard Time] at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: TEXAS

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A.
The limits of our liability under Part Two are:

Bodily Injury by Accident:	$500,000	each accident
Bodily Injury by Disease:	$500,000	policy limit
Bodily Injury by Disease:	$500,000	each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

D. California Endorsements and Schedules

Other State Endorsements and Schedules:
MPWC1009, MPWC1010, MPIL1009, MDWC1001, MWC 1201, WC000000B, WC000406, WC420301F, WC420308, WC420407, WC990101, WC990401, MJWC1000, MPIL 1007

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required is subject to verification and change by audit.

Minimum Premium: 250.00 | Deposit Premium: $898.00 | Total Estimated Annual Premium: $6,001.00
Pay plan: 10-Pay- 15

Producer: Macchia General Agency Inc.
6777 Camp Bowie Blvd. #403 817-246-4640
Fort Worth, TX 76116

Countersigned By:

Date: 01/24/2012

Servicing office: FirstComp Underwriters Group, (888) 500-3344
Central Park Plaza, 222 South 15th Street, Suite 1500N
Omaha, NE 68102-1680

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

MDWC 1001 05 10

	yr/make/model
703	2007/FORD/F150
704	2007/FORD/F150
705	2007/FORD/F150
706	2007/FORD/F150
707	2007/FORD/F150
708	2007/FORD/F150
709	1996/FORD/RANGER
710	2000/FORD/RANGER
713	2007/DODGE/CALIBER
714	2008/FORD/F105
715	2000/FORD/RANGER
716	2004/FORD/RANGER
OO7	2007/DODGE/DEKOTA
	1996/FORD/F150

AI-34372 **Purchasing Department 19. G. 1.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project architect, Dannenbaum for Hidalgo County Commissioners Court to award the responsible, lowest and best bid received from Highmark Construction-$465,000.00 in connection with: Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas-RFB #2012-021A-07-03-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-720

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

BUDGETARY IMPACT:

Funding will be transferred from within the departments budget on 9/24/12 through emergency transfer.

Attachments

Architect's Award Recomm

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 11:22 AM
Budget & Management	Merlen P. Munoz	09/21/2012 01:06 PM
Erika Zamora	Erika Zamora	09/21/2012 04:44 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Moises Salazar Started On: 09/20/2012

Final Approval Date: 09/21/2012

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

July 27, 2011

Hidalgo County WIC Program
3105 West University Drive
Edinburg, Texas 78539

ATTN: *Ms. Norma Longoria*

REF: *Edinburg WIC Clinic/Offices Renovation and Additions*

SUBJ: *Contractor Recommendation*

Dear Ms. Longoria,

Dannenbaum has reviewed the bid packets received for "Additions and Renovations to the W.I.C. Clinic/Offices Located at 3105 East Richardson, Edinburg, Texas, RFB No: 2012-021A-03-07-MSS". We have attached the Bid Tabulation Sheet herewith. The apparent low bidder is Highmark Construction, of McAllen, Texas with a base bid of $465,000. The second low bid was Holchemont Ltd. of McAllen, Texas with a base bid of $487,000.

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 our opinion that the Health Department should be approached to indicate their interest in funding Alternate No. 1 at $3,500 to repaint the exterior of the Health Clinic during construction.

It is Dannenbaum's opinion that Highmark Construction of McAllen, Texas, has met the requirements of the bid process and is qualified to enter into a contract in the amount of $468,500.00. Should you have questions regarding this subject, please contact me at (956) 682-3677.

Respectfully,
Dannenbaum Engineering Company - McAllen, LLC

Steve McGarraughead.

Steven L. McGarraugh, AIA
Project Representative

Attachments: Bid Tabulation Sheet for Bid No. 2012-021A-03-07-MSS

cc: Richard D. Seitz, P.E. – Dannenbaum Engineering Company - McAllen, LLC

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: HIDALGO COUNTY WIC OFFICE

DUE DATE: July 11, 2012 | **OPENING TIME:** 3:00 PM

DESCRIPTION OF BID: HIDALGO COUNTY WIC OFFICE– "ADDITIONS AND RENOVATIONS TO THE WIC CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TX"

RFB: 2012-021A-03-07-MSS

No.	NAME OF COMPANY	BASE PRICE	ADD ALTERNATES	ADDENDUMS			BID BOND
			1	1	2	3	
1.	HighMark Construction	$465,000.00	$3500.00	✓	✓	✓	✓
2.	Rigney Construction LLC.	$498,500.00	$6,555.00	✓	✓	✓	✓
3.	OKIII - Inc.	$494,000.00	$2,000.00	✓	✓	✓	✓
4.	TRI-GEN Construction LLC.	$537,800.00	$4,900.00	✓	✓	✓	✓
5.	Holche Mont LTD	$487,000.00	$3000.00	✓	✓	✓	✓
6.	O.G. Construction LLC	$549,550.00	$2,460.00	✓	✓	✓	✓
7.							
8.							
9.							
10.							

Hidalgo County Purchasing Department

Bid Opening Sign In

Date: 7/11/12 @ 3:00pm

Please Print Name	Company Name
1. Steve McGarrough	Dannenbaum
2. Bernie Gonzales	Holchemont
3. Bert Gonzalez	DK III Hornback
4. Donald Medina	O.G. Construction
5. Shane Linder	Rigney Construction
6. TOMAS CANUL	HIGHMARK CONSTRUCTION
7. Sandra Mirabella	Purchasing
8. Cesar Garza	Purchasing
9. Priscila Torres	Co. Clerks
10.	
11.	
12.	
13.	
14.	

Bid #	Description
1. RFB-2012 021A-03-07-mSS	Hid. Cty WIC Office - Additions & Renovations
2.	
3.	
4.	
5.	

AI-34381 **Purchasing Department 19. H. 1.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Change Order No. 1/Increase to PO #663746 in the amount of $81,736.17 to CAS Companies LLC (project is evidenced by purchase order only) in connection to ongoing County Autopsy Facility Project so as to cover the proposed Scope of Work changes related to compliance recommendations by Fire Marshall including, but not limited to, Health & Safety Compliance items attached hereto-Project #11-039-OGG.

BACKGROUND

Proposed changes are required for compliance issues as presented by Mr. Juan Martinez, HC Fire Marshall, in addition to include but not limited to the unforseen situation with the ceiling structure that needs reinforcement as requested by the City of Edinburg.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-421-00-220-045-0-452

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

BUDGETARY IMPACT:

AI# 34358 will fund this acct.

Attachments

CO backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 11:30 AM
Budget & Management	Merlen P. Munoz	09/21/2012 01:07 PM
Olga Garza	Olga Garza	09/21/2012 04:55 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Oscar Garza Started On: 09/20/2012 03:03 PM

Final Approval Date: 09/21/2012

September 18, 2012

Oscar Garza
Program Coordinator
Hidalgo Co.
Edinburg, TX 78539

Via E-mail: oscarg.garza@co.hidalgo.tx.us

REVIEWED
By Oscar Garza at 10:29 am, Sep 20, 2012

RE: Hidalgo Co. Autopsy – Change Order Pricing
Fire Sprinkler Demo, Mini Split Add, Fire Wall Add, CMU Wall Roof Support, and Glazing Add.
CAS Project #2011-027-06

Dear Mr. Garza,

CAS Companies is pleased to provide you with this proposal for the demolition of the existing fire sprinkler system in the autopsy area, installation of new mini-split HVAC system at new IT room location, installation of a 1 hour fire rated wall with door and hardware, removal of fire sprinkler heads, the installation of a CMU wall for roof bracing, removal and replacement of storefront window at Autopsy room, installation of new door and foyer at the decomposition room, and installation of new walk-in cooler to the Hidalgo County Autopsy project

CAS Companies is an approved vendor through **The Cooperative Purchasing Network (TCPN)** contract **#JOC – R5004** whom Hidalgo County would contract with to perform the work described in the deliver work order scope below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TCPN program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

CAS Companies requires a signed proposal by Hidalgo County to schedule the work.

Sincerely,

Jason Cuevas
CAS Companies, LP
Project Manager/Estimator

1306 FM 1092, Ste 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

CAS Companies, LP

5402 S. Expressway 83
Harlingen, Texas

Delivery Order Scope of Work Plan

Date: 09-18-12 **Location: Edinburg, TX**

Title: Autopsy Additions **ET: Jason Cuevas**

Description of Delivery Order:

Proposal Amount:

1.	**Fire Sprinkler Demo and HVAC Mini-Split Add:**	**$7,789.14**
2.	**Fire Wall Add:**	**$ 12.897.64**
3.	**CMU Wall Add:**	**$8,627.93**
4.	**Glazing Add**	**$6,007.08**
5.	**Decomposition Room Entrance Door**	**$9,420.18**
6.	**Walk-In-Cooler**	**$36,994.20**
	Total:	**$81,736.17**

1. Remove existing fire sprinkler system from Autopsy area.

2. Install new mini-split HVAC at new IT room location.

Scope of Work – Item 2:

1. Installation of fire rated wall at future storage area.
   - 1 hour fire rated wall to roof deck.
   - 1 fire rated door, frame, and hardware.
   - Repair existing ceiling.

2. Removal of existing fire sprinkler heads at west wing of building.
   - Remove and cap.
   - Install cover at ceiling.

Scope of Work – Item 3:

1. Installation of CMU wall to support roof framing system.
   - As per S&B Infrastructure drawings received on 11-17-11.

Scope of Work – Item 4:

1. Remove existing storefront window and glass at Autopsy room.
2. Install new storefront window and glass at Autopsy room.

Scope of Work – Item 5:

1. Installation of 10' X 10' CMU foyer with 6'0" X 7'-0" door.
2. Installation of concrete ramp at exterior entrance

Scope of Work – Item 6:

1. Installation of new walk-in-cooler.

Excludes:

1. **Applicable Taxes**
2. **After Hour work.**

I. STAFFING PLAN:

A. Project Manager: *Jason Cuevas*

B. Superintendent: *TBD*

C Quality Control: *Jason Cuevas*

D Subcontractors: *TBD*

II. PERMITS:

A. N/A

III. DETAILED COST ESTIMATE:

A. N/A

SUBMITTAL REQUIREMENTS:

IV. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By: Jason Cuevas Approved By: _____ *Date*_____

Name_____

CAS Companies

CAS Factor Calculation Sheet — Date Submitted: 9/18/2012

Hidalgo Co.

Customer Name

Hidalgo Co. Autopsy Fire Sprinkler Demo and Mini Split

Project Name — CAS #: 2011-026-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			9,987.14
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
	Cost Adjusted by CAS		9,987.14 ✓
Coefficient	0.78	X	
	Cost Adjusted for Coefficient		7,789.97
Zone Factor			
> 150 miles	1.00	X	
	Cost Adjusted for Zone		7,789.97
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
	Cost Adjusted for DO Size		7,789.97
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
	Cost Adjusted for Time of Performance		7,789.97
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
	Cost Adjusted for Volume		7,789.97
Davis - Bacon (If Applicable)			
	Cost Adjusted for Davis-Bacon		7,789.97
	General Liability	0	
	Permits $	0.00	
	Bond	-	
	Cost Adjusted for Permits and Insurance		7,789.97
	Allowance	-	
	Cost Adjusted Allowance		7,789.97
	Bond 0.000	X	-
	TOTAL ADJUSTED COST		7,789.97 ✓

CAS Signature

Date

Cost Estimate Report
CostWorks
RSMeans

Unit Summary Report

Year 2012 Quarter 3

Date: 18-Sep-12

;o Co. Autopsy Fire Sprinler Demo and Mini Spl

Prepared By:
Bill Bowlin
CAS Companies

Division Description		Total
Division 01 General Requirements		$1,425.00
Division 02 Existing Conditions		$2,212.00
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)		$3,330.61
Division 26 Electrical		$2,819.53
Subtotal		$9,787.14
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$9,787.14
General Conditions	0.00%	$0.00
Subtotal		$9,787.14
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$9,787.14

Unit Detail Report

Cost Estimate Report
CostWorks
RSMeans

Year 2012 Quarter 3

Date: 18-Sep-12

go Co. Autopsy Fire Sprinler Demo and Mini Spl

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200180			Field personnel, project manager, minimum	0.50	Week	$2,850.00	$1,425.00
Division 01 Subtotal							**$1,425.00**
Division 02 Existing Conditions							
024119211000			Selective demolition, gutting, building interior, commercial building, includes disposal, excludes dumpster fees, minimum	350.00	SF Flr.	$6.32	$2,212.00
Division 02 Subtotal							**$2,212.00**
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)							
230593500140			Pipe testing, nondestructive hydraulic pressure test, isolate, 1 hour hold, 1" to 4" pipe, 0 - 250 L.F.	7.00	Ea.	$158.08	$1,106.56
232316101210			Refrigeration specialties, filter dryer, sealed, in-line type, soldered, 1/4", 3 cubic inches	1.00	Ea.	$17.96	$17.96
238126100150			Split ductless system, cooling only, single zone, wall mount, 2 ton cooling	1.00	Ea.	$1,824.11	$1,824.11
238126107010			Split ductless system, accessories for all split ductless systems, for ambient frost control, add	1.00	Ea.	$134.96	$134.96
238126107050			Split ductless system, accessories for all split ductless systems, for tube / wiring kit, 50' kit	1.00	Ea.	$247.02	$247.02
Division 23 Subtotal							**$3,330.61**
Division 26 Electrical							
260533140240			Electric metallic tubing, 1" diameter, to 15' high, incl couplings only	1,082.00	L.F.	$2.54	$2,748.28
260580100120			Motor connections, flexible conduit and fittings, 3 phase, 230 volt, 10 HP motor	1.00	Ea.	$71.25	$71.25
Division 26 Subtotal							**$2,819.53**

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Line Number: 013113200180 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200180	Field personnel, project manager, ...	Week					1850.00		1850.00	2850.00

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Line Number: 024119211000 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
024119211000	Selective demolition, guttin...	SF Flr.	B16	350.00	0.091		2.76	1.63	4.39	6.32

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Line Number: 230593500140 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
230593500140	Pipe testing, nondestruc...	Ea.	1 Stpi	1.33	6.015		101.84		101.84	158.08

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Line Number: 232316101210 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
232316101210	Refrigeration specialties,...	Ea.	1 Stpi	22.00	0.364	7.57	6.27		13.84	17.96

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New Estimate

Line Number: 238126100150 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
238126100150	Split ductless system, co...	Ea.	Q5	1.40	11.429	1398.60	177.10		1575.70	1824.11

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Line Number: 238126107010 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
238126107010	Split ductless system, accesso...	Ea.	Q5	8.00	2.000	78.92	30.80		109.72	134.96

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New Estimate

Line Number: 238126107050 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
238126107050	Split ductless system, ac...	Ea.	Q5	20.00	0.800	206.79	12.32		219.11	247.02

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New Estimate

Line Number: 260533140240 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260533140240	Electric metallic tubing, ...	L.F.	1 Elec	207.00	0.039	1.33	0.71		2.04	2.54

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New Estimate

Line Number: 260580100120 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260580100120	Motor connections, flexible ...	Ea.	1 Elec	4.20	1.905	15.72	34.79		50.51	71.25

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CAS Companies

CAS Factor Calculation Sheet — Date Submitted: 9/18/2012

Hidalgo Co.

Customer Name

Hidalgo Co. Autopsy- Fire Wall Addition

Project Name — CAS #: 2011-026-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			16,535.44
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
	Cost Adjusted by CAS		16,535.44
Coefficient	0.78	X	
	Cost Adjusted for Coefficient		12,897.64
Zone Factor			
> 150 miles	1.00	X	
	Cost Adjusted for Zone		12,897.64
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
	Cost Adjusted for DO Size		12,897.64
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
	Cost Adjusted for Time of Performance		12,897.64
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
	Cost Adjusted for Volume		12,897.64
Davis - Bacon (If Applicable)			
	Cost Adjusted for Davis-Bacon		12,897.64
General Liability	0		
Permits $	0.00		
Bond	-		
	Cost Adjusted for Permits and Insurance		12,897.64
Allowance	-		
	Cost Adjusted Allowance		12,897.64 ✓
Bond	0.000	X	-
	TOTAL ADJUSTED COST		12,897.64 ✓

CAS Signature — Date

Cost Estimate Report
CostWorks
RSMeans

Unit Summary Report

Year 2012 Quarter 3

Date: 18-Sep-12

Hidalgo Co. Autpsy - Fire Wall Add

Prepared By:
Bill Bowlin
CAS Companies

Division Description		Total
Division 01 General Requirements		$3,275.00
Division 08 Openings		$2,086.16
Division 09 Finishes		$7,333.00
Division 21 Fire Suppression		$3,841.28
Subtotal		$16,535.44
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$16,535.44
General Conditions	0.00%	$0.00
Subtotal		$16,535.44
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$16,535.44

Unit Detail Report

Cost Estimate Report
CostWorks
RSMeans

Year 2012 Quarter 3

Date: 18-Sep-12

Hidalgo Co. Autpsy - Fire Wall Add

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200200			Field personnel, project manager, average	1.00	Week	$3,275.00	$3,275.00
Division 01 Subtotal							**$3,275.00**
Division 08 Openings							
081313150180			Doors, fire, steel, flush, "B" label, 90 minute, full panel, 18 ga., 3'-0" x 7'-0"	1.00	Ea.	$654.00	$654.00
087120300440			Door hardware, door closer, rack and pinion, adjustable backcheck, 4 way mount, non sized, hold open arm	1.00	Ea.	$317.28	$317.28
087120353600			Door hardware, panic device, narrow stile, touch bar, exit only	1.00	Ea.	$1,114.88	$1,114.88
Division 08 Subtotal							**$2,086.16**
Division 09 Finishes							
092116336200			Partition Wall, interior, fire resistant, 2 layers, 2 hour, taped both sides,installed on & incl. 2" x 4" wood studs, 24" O.C., 8' to 12' high, 5/8" gypsum drywall	2,000.00	S.F.	$3.14	$6,280.00
092910303050			Gypsum wallboard, on ceilings, standard, taped & finished (level 4 finish), 5/8" thick	1,300.00	S.F.	$0.81	$1,053.00
Division 09 Subtotal							**$7,333.00**
Division 21 Fire Suppression							
211313503930			Sprinkler System Components, sprinkler heads, standard spray, pendent or upright, brass, excludes supply piping, for 400 degrees F, add	64.00	Ea.	$60.02	$3,841.28
Division 21 Subtotal							**$3,841.28**

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Line Number: 013113200200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200200	Field personnel, project mana...	Week					2125.00		2125.00	3275.00

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Line Number: 081313150180 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
081313150180	Doors, fire, steel, flush, ...	Ea.	2 Carp	16.00	1.000	568.63	17.64		586.27	654.00

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Line Number: 087120300440 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087120300440	Door hardware, door clo...	Ea.	1 Carp	6.00	1.333	255.76	22.24		278.00	317.28

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Line Number: 087120353600 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087120353600	Door hardware, panic devic...	Ea.	1 Carp	4.00	2.000	961.84	33.18		995.02	1114.88

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Line Number: 092116336200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
092116336200	Partition Wall, interior, fi...	S.F.	2 Carp	235.00	0.068	1.38	1.00		2.38	3.14

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Line Number: 092910303050 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
092910303050	Gypsum wallboard, on c...	S.F.	2 Carp	765.00	0.021	0.28	0.31		0.59	0.81

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Line Number: 211313503930 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
211313503930	Sprinkler System Compone...	Ea.				54.61			54.61	60.02

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CAS Factor Calculation Sheet | Date Submitted: | 9/18/2012

Hidalgo Co.

Customer Name

Autopsy CMU Wall Add Rev 1

Project Name | CAS #: | 2011-026-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			11,061.45
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
Cost Adjusted by CAS			11,061.45
Coefficient	0.78	X	
Cost Adjusted for Coefficient			8,627.93
Zone Factor			
> 150 miles	1.00	X	
Cost Adjusted for Zone			8,627.93
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
Cost Adjusted for DO Size			8,627.93
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
Cost Adjusted for Time of Performance			8,627.93
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
Cost Adjusted for Volume			8,627.93
Davis - Bacon (If Applicable)			
Cost Adjusted for Davis-Bacon			8,627.93
General Liability	0		
Permits $	0.00		
Bond	-		
Cost Adjusted for Permits and Insurance			8,627.93
Allowance	-		
Cost Adjusted Allowance			8,627.93
Bond	0.000	X	-
TOTAL ADJUSTED COST			8,627.93

CAS Signature

Date

Cost Estimate Report
CostWorks
RSMeans

Unit Summary Report

Year 2012 Quarter 3

Date: 18-Sep-12

Hidalgo Co. Autpsy - CMU Wall Add Rev 1

Prepared By:
Bill Bowlin
CAS Companies

Division Description		Total
Division 01 General Requirements		$5,506.25
Division 04 Masonry		$5,555.20
Subtotal		$11,061.45
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$11,061.45
General Conditions	0.00%	$0.00
Subtotal		$11,061.45
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$11,061.45

Unit Detail Report

Year 2012 Quarter 3

Date: 18-Sep-12

Hidalgo Co. Autpsy - CMU Wall Add Rev 1

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200200			Field personnel, project manager, average	0.75	Week	$3,275.00	$2,456.25
013113200260			Field personnel, superintendent, average	1.00	Week	$3,050.00	$3,050.00
Division 01 Subtotal							**$5,506.25**
Division 04 Masonry							
042210344600			Concrete block partitions, normal weight blocks, 2000 psi, 8" x 8" x 16", tooled joints both sides, includes mortar and horizontal joint reinforcing every other course, excludes scaffolding and vertical reinforcing	868.00	S.F.	$6.40	$5,555.20
Division 04 Subtotal							**$5,555.20**

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Line Number: 013113200200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200200	Field personnel, project mana...	Week					2125.00		2125.00	3275.00

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Line Number: 013113200260 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200260	Field personnel, superintende...	Week					1975.00		1975.00	3050.00

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Line Number: 042210344600 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
042210344600	Concrete block partition...	S.F.	D8	370.00	0.108	2.69	2.13		4.82	6.40

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CAS Factor Calculation Sheet | Date Submitted: | 9/18/2012

Hidalgo Co.

Customer Name

Hidalgo Co. autopsy glazing Rev 1

Project Name | CAS #: | 2011-026-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			7,701.38
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
	Cost Adjusted by CAS		7,701.38
Coefficient	0.78	X	
	Cost Adjusted for Coefficient		6,007.08
Zone Factor			
> 150 miles	1.00	X	
	Cost Adjusted for Zone		6,007.08
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
	Cost Adjusted for DO Size		6,007.08
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
	Cost Adjusted for Time of Performance		6,007.08
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
	Cost Adjusted for Volume		6,007.08
Davis - Bacon (If Applicable)			
	Cost Adjusted for Davis-Bacon		6,007.08
	General Liability	0	
	Permits $	0.00	
	Bond	-	
	Cost Adjusted for Permits and Insurance		6,007.08
	Allowance	-	
	Cost Adjusted Allowance		6,007.08
	Bond	0.000	X	-
	TOTAL ADJUSTED COST		6,007.08

CAS Signature | Date

Cost Estimate Report
CostWorks
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Unit Summary Report

edinburg,
texas, 78541
Year 2012 Quarter 3

Date: 20-Sep-12

Hidalgo co. autopsy glazing Rev 1

Prepared By:
Bill Bowlin
CAS Companies

Division Description		Total
Division 01 General Requirements		$2,081.25
Division 08 Openings		$5,620.13
Subtotal		$7,701.38
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$7,701.38
General Conditions	0.00%	$0.00
Subtotal		$7,701.38
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$7,701.38

Cost Estimate Report
CostWorks
RSMeans

Unit Detail Report

edinburg,
texas, 78541
Year 2012 Quarter 3

Date: 20-Sep-12

Hidalgo co. autopsy glazing Rev 1

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200240			Field personnel, superintendent, minimum	0.75	Week	$2,775.00	$2,081.25
Division 01 Subtotal							**$2,081.25**
Division 08 Openings							
084113200250			Tube Framing, for window walls and storefronts, aluminum, stock, plain tube frame, mill finish, 2" x 6"	76.00	L.F.	$29.04	$2,207.04
084113205100			Tube Framing, for window walls and storefronts, aluminum, stock, flush tube frame, mill finish, thermal break, 2-1/4" x 4-1/2", vertical mullion, 1 piece	25.00	L.F.	$24.53	$613.25
088110102300			Float Glass, tinted, 1/2" thick	76.00	S.F.	$36.84	$2,799.84
Division 08 Subtotal							**$5,620.13**

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Line Number: 013113200240 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200240	Field personnel, superintendent, mi...	Week					1800.00		1800.00	2775.00

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New Estimate

Line Number: 084113200250 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
084113200250	Tube Framing, for window ...	L.F.	2 Glaz	89.00	0.180	22.64	2.70		25.34	29.04

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New Estimate

Line Number: 084113205100 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
084113205100	Tube Framing, for window ...	L.F.	2 Glaz	69.00	0.232	17.24	3.47		20.71	24.53

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Line Number: 088110102300 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
088110102300	Float Glass, tinted, 1/...	S.F.	2 Glaz	55.00	0.291	27.27	4.36		31.63	36.84

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CAS Companies

CAS Factor Calculation Sheet — Date Submitted: 9/18/2012

Hidalgo Co.

Customer Name

Autops-Decomp Wall and Door add. Rev 1

Project Name — CAS #: 2011-026-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			12,077.15
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
	Cost Adjusted by CAS		12,077.15
Coefficient	0.78	X	
	Cost Adjusted for Coefficient		9,420.18
Zone Factor			
> 150 miles	1.00	X	
	Cost Adjusted for Zone		9,420.18
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
	Cost Adjusted for DO Size		9,420.18
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
	Cost Adjusted for Time of Performance		9,420.18
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
	Cost Adjusted for Volume		9,420.18
Davis - Bacon (If Applicable)			
	Cost Adjusted for Davis-Bacon		9,420.18
	General Liability 0		
	Permits $ 0.00		
	Bond -		
	Cost Adjusted for Permits and Insurance		9,420.18
	Allowance -		
	Cost Adjusted Allowance		9,420.18
	Bond 0.000	X	-
	TOTAL ADJUSTED COST		9,420.18

CAS Signature

Date

Cost Estimate Report
CostWorks
RSMeans

Unit Summary Report

Year 2012 Quarter 3

Date: 18-Sep-12

Autopsy - Decomp Wall and Door Add Rev 1

Prepared By:
Bill Bowlin
CAS Companies

Division Description		Total
Division 01 General Requirements		$2,775.00
Division 03 Concrete		$896.66
Division 04 Masonry		$4,798.42
Division 08 Openings		$2,811.92
Division 09 Finishes		$696.70
Division 26 Electrical		$98.45
Subtotal		$12,077.15
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$12,077.15
General Conditions	0.00%	$0.00
Subtotal		$12,077.15
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$12,077.15

Unit Detail Report

Cost Estimate Report
CostWorks
RSMeans

Year 2012 Quarter 3

Date: 18-Sep-12

Autopsy - Decomp Wall and Door Add Rev 1

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200240			Field personnel, superintendent, minimum	1.00	Week	$2,775.00	$2,775.00
Division 01 Subtotal							**$2,775.00**
Division 03 Concrete							
030505100060			Selective concrete demolition, average reinforcing, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	1.00	C.Y.	$76.81	$76.81
031113355550			C.I.P. concrete forms, elevated slab, box-out for shallow slab openings, over 10 S.F. (use perimeter), includes shoring, erecting, bracing, stripping and cleaning	40.00	L.F.	$3.51	$140.40
032110600702			Reinforcing Steel, in place, walls, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	500.00	Lb.	$0.70	$350.00
032110602430			Reinforcing steel, in place, dowels, deformed, 2' long, #6, A615, grade 60	50.00	Ea.	$3.27	$163.50
033053403200			Structural concrete, in place, elevated slab (4000 psi), 6" slab, includes finishing, excl forms, reinforcing	40.00	S.F.	$3.33	$133.20
038113500500			Concrete sawing, concrete slabs, rod reinforced, up to 3" deep	25.00	L.F.	$1.31	$32.75
Division 03 Subtotal							**$896.66**
Division 04 Masonry							
040516300020			Grout, bond beams and lintels, 8" deep, 8" thick, 0.20 C.F. per L.F., pumped, excludes blockwork	200.00	L.F.	$2.13	$426.00
040516300850			Grout, door frames, 6' x 7' opening, 3.5 C.F. per opening	3.00	Opng.	$46.14	$138.42
040519261200			Masonry reinforcing bars, truss type steel joint reinforcing, mill standard galvanized, 8" wall, 9 ga. sides, 9 ga. ties	10.00	C.L.F.	$38.60	$386.00
042210102600			Concrete block, hollow, normal weight, 2000 psi, 8" x 8" x 16", includes material only	450.00	Ea.	$1.84	$828.00
042210140350			Concrete block, back-up, normal weight, tooled joint one side, 2000 psi, 8" x 8" x 16", includes mortar, excludes scaffolding, horizontal reinforcing, vertical reinforcing and grout	500.00	S.F.	$6.04	$3,020.00
Division 04 Subtotal							**$4,798.42**
Division 08 Openings							
081213133620			Frames, steel, knock down, hollow metal, 14 gauge, up to 5-3/4" D, 7'-0" H, 6'-0" W, double	1.00	Ea.	$330.33	$330.33

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
081313252960			Doors, fire, "A" label, exterior, steel, commercial, flush, 1-3/4" x 7'-0" x 3'-0" wide	2.00	Ea.	$826.91	$1,653.82
087120308000			Door hardware, door closer, surface mounted, standard duty, parallel arm, primed, traditional	1.00	Ea.	$273.56	$273.56
087120420100			Door hardware, mortise lockset, commercial, wrought knobs and full escutcheon trim, keyed, office/entrance/apartment, minimum	1.00	Ea.	$303.86	$303.86
087120652310			Threshold, aluminum, ADA, 4" wide x 48" long	1.00	Ea.	$67.29	$67.29
087120900950			Door hardware, hinges, full mortise, high frequency, steel base, US26D, 3-1/2" x 3-1/2"	1.00	Pr.	$35.52	$35.52
087120951840			Door Hardware, kick plate, aluminum, .050" x 10" x 36"	2.00	Ea.	$60.42	$120.84
087125103650			Weatherstripping, for thresholds, door sweep, flush mounted, aluminum	1.00	Ea.	$26.70	$26.70
Division 08 Subtotal							**$2,811.92**
Division 09 Finishes							
095123101110			Suspended Acoustic Ceiling Tiles, mineral Fiber Tile, lay-in, fine texture, 2' x 2' or 2' x 4', 5/8" thick	130.00	S.F.	$1.08	$140.40
095323300300			Acoustic ceiling grid, 2' x 2'	130.00	S.F.	$1.18	$153.40
099123722110			Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, smooth finish, roller	510.00	S.F.	$0.27	$137.70
099123724000			Paints & Coatings, walls & ceilings, interior, masonry or concrete block, block filler, 1 coat, brushwork	510.00	S.F.	$0.52	$265.20
Division 09 Subtotal							**$696.70**
Division 26 Electrical							
265113500300			Fluorescent fixture, interior, acrylic lens, grid recess ceiling mounted, 2-U40 W, 2' W x 2' L, incl lamps, mounting hardware and connections	1.00	Ea.	$98.45	$98.45
Division 26 Subtotal							**$98.45**

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New Estimate

Line Number: 013113200240 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200240	Field personnel, superintendent, ...	Week					1800.00		1800.00	2775.00

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New Estimate

Line Number: 030505100060 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
030505100060	Selective concrete demolition,...	C.Y.	B9	16.00	2.500		38.27	12.76	51.03	76.81

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New Estimate

Line Number: 031113355550 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
031113355550	C.I.P. concrete forms, elev...	L.F.	C2	600.00	0.080	1.35	1.23		2.58	3.51

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New Estimate

Line Number: 032110600702 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
032110600702	Reinforcing Steel, in place,...	Lb.	4 Rodm	6000.00	0.005	0.44	0.12		0.56	0.70

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New Estimate

Line Number: 032110602430 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
032110602430	Reinforcing steel, i...	Ea.	2 Rodm	360.00	0.044	1.41	1.03		2.44	3.27

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Line Number: 033053403200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
033053403200	Structural concrete, i...	S.F.	C8	2585.00	0.022	2.20	0.38	0.27	2.85	3.33

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New Estimate

Line Number: 038113500500 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
038113500500	Concrete sawing, concre...	L.F.	B89	800.00	0.020	0.18	0.34	0.53	1.05	1.31

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Line Number: 040516300020 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location MCALLEN 7301 Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
040516300020	Grout, bond beams and ...	L.F.	D4	1400.00	0.023	1.15	0.49	0.09	1.73	2.13

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New Estimate

Line Number: 040516300850 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
040516300850	Grout, door frames, 6' x...	Opng.	D4	45.00	0.711	17.12	15.19	2.76	35.07	46.14

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New Estimate

Line Number: 040519261200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
040519261200	Masonry reinforcin...	C.L.F.	1 Bric	25.00	0.320	23.72	7.52		31.24	38.60

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New Estimate

Line Number: 042210102600 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location MCALLEN1785 Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
042210102600	Concrete block, hollow, nor...	Ea.				1.67			1.67	1.84

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Line Number: 042210140350 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
042210140350	Concrete block, ba...	S.F.	D8	400.00	0.100	2.61	1.97		4.58	6.04

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Line Number: 081213133620 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
081213133620	Frames, steel, kno...	Ea.	2 Carp	12.00	1.333	264.61	23.66		288.27	330.33

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Line Number: 081313252960 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
081313252960	Doors, fire, "A" lab...	Ea.	2 Carp	14.00	1.143	720.64	20.25		740.89	826.91

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Line Number: 087120308000 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087120308000	Door hardware, door closer...	Ea.	1 Carp	6.00	1.333	215.32	22.24		237.56	273.56

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Line Number: 087120420100 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087120420100	Door hardware, mortise ...	Ea.	1 Carp	8.00	1.000	251.39	16.59		267.98	303.86

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Line Number: 087120652310 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087120652310	Threshold, alumin...	Ea.	1 Carp	12.00	0.667	44.81	11.12		55.93	67.29

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Line Number: 087120900950 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087120900950	Door hardware, hinges, full...	Pr.				32.24			32.24	35.52

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New Estimate

Line Number: 087120951840 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location MCALLEN(785) Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087120951840	Door Hardware, kick ...	Ea.	1 Carp	15.00	0.533	41.53	8.86		50.39	60.42

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New Estimate

Line Number: 087125103650 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
087125103650	Weatherstripping, for th...	Ea.	1 Carp	25.00	0.320	16.40	5.32		21.72	26.70

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Line Number: 095123101110 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
095123101110	Suspended Acoustic Ceiling...	S.F.	1 Carp	625.00	0.013	0.69	0.19		0.88	1.08

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Line Number: 095323300300 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
095323300300	Acoustic ceiling gri...	S.F.	1 Carp	650.00	0.012	0.80	0.18		0.98	1.18

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Line Number: 099123722110 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location MCALLEN[785] Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
099123722110	Paints & coatings, ...	S.F.	1 Pord	1150.00	0.007	0.13	0.08		0.21	0.27

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Line Number: 099123724000 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
099123724000	Paints & Coatings, walls...	S.F.	1 Pord	425.00	0.019	0.16	0.21		0.37	0.52

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New Estimate

Line Number: 265113500300 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
265113500300	Fluorescent fixture...	Ea.	1 Elec	5.70	1.404	53.31	25.74		79.05	98.45

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CAS Factor Calculation Sheet — Date Submitted: 9/18/2012

Hidalgo Co.

Customer Name

Hidalgo Co. Autopsy Walk in Cooler

Project Name — CAS #: 2011-026-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			47,428.46
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
Cost Adjusted by CAS			47,428.46
Coefficient	0.78	X	
Cost Adjusted for Coefficient			36,994.20
Zone Factor			
> 150 miles	1.00	X	
Cost Adjusted for Zone			36,994.20
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
Cost Adjusted for DO Size			36,994.20
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
Cost Adjusted for Time of Performance			36,994.20
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
Cost Adjusted for Volume			36,994.20
Davis - Bacon (If Applicable)			
Cost Adjusted for Davis-Bacon			36,994.20
General Liability	0		
Permits $	0.00		
Bond	-		
Cost Adjusted for Permits and Insurance			36,994.20
Allowance	-		
Cost Adjusted Allowance			36,994.20
Bond	0.000	X	-
TOTAL ADJUSTED COST			36,994.20

CAS Signature — Date

Unit Summary Report

Year 2012 Quarter 3

Date: 18-Sep-12

Autopsy Walk In Cooler

Prepared By:
Bill Bowlin
CAS Companies

Division Description		Total
Division 11 Equipment		$47,428.46
Subtotal		$47,428.46
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$47,428.46
General Conditions	0.00%	$0.00
Subtotal		$47,428.46
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$47,428.46

Cost Estimate Report
CostWorks
RSMeans

Unit Detail Report

Year 2012 Quarter 3

Date: 18-Sep-12

Autopsy Walk In Cooler

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 11 Equipment							
117813103300			Mortuary and autopsy equipment, mortuary refrigerator, end operated, 6 person capacity	2.05	Ea.	$23,192.40	$47,428.46
117813103300	U		mortuary and autopsy equipment,mortuary refrigerator, end operated,6 person capacity	2.05		$0.00	$0.00
Division 11 Subtotal							**$47,428.46**

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New Estimate

Line Number: 117813103300 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
117813103300	Mortuary and autopsy equi...	Ea.				21084.00			21084.00	23192.40

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AI-34359 **Purchasing Department 19. I. 1.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase One (1) New or Newer 2013 Chevrolet Tahoe through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of $30,681.00 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-235-OGG).

BACKGROUND

Funds for proposed unit have been appropriated under Req.#222604 as outlined by Sheriff's Office in the amount of $30,681.00.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Acct #2-1100-421-00-280-001-0-741 in the amount of $18,988.81

FISCAL YEAR: 2012 **ACCT. #:** 2-1228-421-00-280-006-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Acct. #2-1228-421-00-280-006-0-741 in the amount of $11,692.19

Attachments

12-235

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 09:52 AM
Budget & Management	Merlen P. Munoz	09/21/2012 10:09 AM
Manuel Chapa	Manuel Chapa	09/21/2012 10:28 AM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Oscar Garza Started On: 09/20/2012 08:40 AM

Final Approval Date: 09/21/2012

REVIEWED
By Oscar Garza at 8:42 am, Sep 20, 2012

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	9/17/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	RICHARD OZUNA	Prepared By:	AVERYT KNAPP
Phone:	956-393-6022	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	RICHARD.OZUNA@HIDALGOSO.ORG	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2013 CHEVROLET TAHOE CK10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,976.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FOUR WHEEL DRIVE 4X4	4060		
SPECIAL SERVICE PACAKGE 5W4	INCL		
ALUMINUM WHEELS P46	375		
CLOTH BUCKET W/CONSOLE A95	935		
LOCKING REAR AXLE DIFFERENTIAL G80	295		
SKID PLATE NZZ	150		
BODY SIDE MOLDING B85	100	Subtotal From Additional Sheet(s):	
CARPET W/MATS B30	190	**Subtotal B:**	6105

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
FOB CALDWELL	INCL		
EXTERIOR COLOR BLACK OR TBD	INCL		
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 30081

Quantity Ordered:	1	X Subtotal of A + B + C + D:	30081	=	Subtotal E:	30081

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:	60-75 DAYS APPX	H. Total Purchase Price (E+F+G):	30681

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00222604
PO #
Date: 09/07/12

Bill To: x
x

Vendor : 358185
CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: HGAC# VE11-11

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C.C. 09/25/2012		
		FLEET USE DO NOT DUPLICATE ORDER		
1.00	EACH	2013 CHEVROLET TAHOE CK10706	23,976.00	23,976.00
1.00	EACH	PUBLISHED OPTIONS	6,105.00	6,105.00
1.00	EACH	H-GAC FEE	600.00	600.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-741	18,988.81	
		2-1228-421-00-280-006-0-741	11,692.19	
			Freight	.00
			Total	30,681.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HGAC: Price Verification

Contract : #VE11-11

A17	Caldwell Chevrolet	Police SUV	CC10706	Chevrolet Tahoe PPV, 4-door PPV, Rear wheel drive, 2WD, 5.3L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment	$23,976.00

2012 Chevrolet Tahoe

2012 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2012 MODEL YEAR PRODUCTION

Difference $4,060

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	GM Pref Price
CC10706	2WD Tahoe w/1LS or 1FL	$38,450.00	$0.00	$38,450.00	$35,758.50	$34,605.00	$36,31
CK10706	4WD Tahoe w/1LS or 1FL	$42,510.00	$0.00	$42,510.00	$39,534.30	$38,259.00	$40,13
CC10706	2WD Tahoe LT	$43,600.00	$0.00	$43,600.00	$40,548.00	$39,240.00	$41,15
CK10706	4WD Tahoe LT	$46,450.00	$0.00	$46,450.00	$43,198.50	$41,805.00	$43,83
CC10706	2WD Tahoe Hybrid	$51,665.00	$0.00	$51,665.00	$48,823.43	$47,273.48	$49,55
CC10706	2WD Tahoe LTZ	$52,665.00	$0.00	$52,665.00	$48,978.45	$47,398.50	$49,68
CK10706	4WD Tahoe Hybrid	$54,470.00	$0.00	$54,470.00	$51,474.15	$49,840.05	$52,23
CK10706	4WD Tahoe LTZ	$55,770.00	$0.00	$55,770.00	$51,866.10	$50,193.00	$52,60

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Deale Price(c
1FL	Fleet / Commercial Package 2WD w/o PPV	($1,245.00)	$0.00	($1,245.00)	($1,095.60)	($1,058
1FL	Fleet / Commercial Package 4WD w/o 5W4	($1,295.00)	$0.00	($1,295.00)	($1,139.60)	($1,100
1FL	Fleet / Police Vehicle 2WD w/PPV	($4,730.00)	$0.00	($4,730.00)	($4,162.40)	($4,020
	Fleet / Special Service Vehicle 4WD w/5W4	($5,710.00)	$0.00	($5,710.00)	($5,024.80)	($4,853
K5L	Heavy Duty Trailering Package w/ NQH on 4WD	$330.00	$0.00	$330.00	$290.40	$28(
	Heavy Duty Trailering Package on 2WD	$230.00	$0.00	$230.00	$202.40	$19
PCJ	Sun, Entertainment & Destinations Package w/ 1LT	$4,935.00	$0.00	$4,935.00	$4,342.80	$4,19
	Sun & Entertainment Package w/ 1LZ	$2,435.00	$0.00	$2,435.00	$2,142.80	$2,06
	Sun & Entertainment Package w/ 1HY	$2,410.00	$0.00	$2,410.00	$2,120.80	$2,04
	Sun & Entertainment Package Discount w/ 1LZ / 1HY	($450.00)	$0.00	($450.00)	($396.00)	($382
	Sun, Entertainment & Destinations Package Discount w/ 1LT	($900.00)	$0.00	($900.00)	($792.00)	($765
PCK	Luxury Package w/DD8	$1,575.00	$0.00	$1,575.00	$1,386.00	$1,33
PDA/PEB	Texas Edition (Only Available In Texas) / All Star Edition 1LS w/ NQH on 4WD w/DD8	$3,255.00	$0.00	$3,255.00	$2,864.40	$2,76
	Texas Edition (Only Available In Texas) / All Star Edition 1LS w/ NQH on 4WD w/ PDD	$3,195.00	$0.00	$3,195.00	$2,811.60	$2,71
	Texas Edition (Only Available In Texas) / All Star Edition 1LS 2WD w/DD8	$3,155.00	$0.00	$3,155.00	$2,776.40	$2,68
	Texas Edition (Only Available In Texas) / All Star Edition 1LS 2WD w/ PDD	$3,095.00	$0.00	$3,095.00	$2,723.60	$2,63
	Texas Edition (Only Available In Texas) / All Star Edition 1LT w/ NQH on 4WD w/DD8	$2,820.00	$0.00	$2,820.00	$2,481.60	$2,39
	Texas Edition (Only Available In Texas) / All Star Edition 1LT 2WD w/DD8	$2,720.00	$0.00	$2,720.00	$2,393.60	$2,31
	Texas Edition / All Star Edition Savings	($1,000.00)	$0.00	($1,000.00)	($880.00)	($850
PDD	Convenience Package	$1,060.00	$0.00	$1,060.00	$932.80	$90
Z71	Off-Road Package on 4WD	$1,585.00	$0.00	$1,585.00	$1,394.80	$1,34
	Off-Road Package on 2WD	$1,535.00	$0.00	$1,535.00	$1,350.80	$1,30

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Deale Price(c
Additional Options:							
B30	Carpeting, Color Keyed	&1FL	$190.00	$0.00	$190.00	$167.20	$161
B85	Bodyside Molding	& 1FL	$100.00	$0.00	$100.00	$88.00	$85
CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00	$875.60	$84
DRC	ISRVM with Rear Camera Display	w/PCK/PDA/PEB	$390.00	$0.00	$390.00	$343.20	$331

	DRC	ISRVM with Rear Camera Display		$450.00	$0.00	$450.00	$396.00	$38
	JL1	Trailer Brake Controller		$200.00	$0.00	$200.00	$176.00	$17
	K05	Engine Block Heater		$75.00	$0.00	$75.00	$66.00	$6
	K47	High Capacity Air Cleaner		$25.00	$0.00	$25.00	$22.00	$2
	NQH	2-Speed Transfer Case		$100.00	$0.00	$100.00	$88.00	$8
	NZZ	Skid Plate Package		$150.00	$0.00	$150.00	$132.00	$12
	TRW	Roof Mounted Lamp Provision		$30.00	$0.00	$30.00	$26.40	$2
	V76	Recovery Hooks		$50.00	$0.00	$50.00	$44.00	$4
	VK3	Front License Plate Bracket	w/ R7E	$0.00	$0.00	$0.00	$0.00	$0
Axles:								
	G80	Locking Rear Differential		$295.00	$0.00	$295.00	$259.60	$25
Dealer Installed								
	SES	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	SEU	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	SEV	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	SEW	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VAT	Chrome Grille		$496.00	$0.00	$496.00	$436.48	$42
	VAV	1st & 2nd Row All Weather Floor Mats		$138.00	$0.00	$138.00	$121.44	$11
	VKN	3rd Row All Weather Floor Mats		$69.00	$0.00	$69.00	$60.72	$5
	VKU	Chrome Mirror Caps		$115.00	$0.00	$115.00	$101.20	$9
	VKV	Wheel Flares		$661.00	$0.00	$661.00	$581.68	$56
	VKW	Front Console Organizer		$43.00	$0.00	$43.00	$37.84	$3
	VKX	Hybrid Spare Tire Kit		$995.00	$0.00	$995.00	$875.60	$84
	VKY	Chrome Door Handles		$326.00	$0.00	$326.00	$286.88	$27
	VLG	Trailer Hitch Closeout		$124.00	$0.00	$124.00	$109.12	$10
	VLI	Rear Cargo Mat		$69.00	$0.00	$69.00	$60.72	$5
	VQZ	Chrome Exhaust Tips		$122.00	$0.00	$122.00	$107.36	$10
	VS4	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSA	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VSA	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSB	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VSB	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSF	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VSF	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSJ	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSK	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSN	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VXH	Chrome Assist Steps		$689.00	$0.00	$689.00	$606.32	$58
	VZK	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VZK	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	W03	Heated Seats Kit		$699.00	$0.00	$699.00	$615.12	$59
	W04	Theft-Deterrent Wheel		$215.00	$0.00	$215.00	$189.20	$18
	W2D	Cargo Net		$55.00	$0.00	$55.00	$48.40	$4
Paint:								
	58U	Black Granite Metallic		$195.00	$0.00	$195.00	$171.60	$16
	89U	Crystal Red Tint Coat		$395.00	$0.00	$395.00	$347.60	$33
	98U	White Diamond Tricoat		$995.00	$0.00	$995.00	$875.60	$84
Radio Equipment:								
	U2J	XM Radio Delete		($100.00)	$0.00	($100.00)	($88.00)	($85
	U42	Rear Seat Entertainment System		$1,295.00	$0.00	$1,295.00	$1,139.60	$1,10
	UYS	Navigation Radio		$2,500.00	$0.00	$2,500.00	$2,200.00	$2,12
Safety / Convenience:								
	AMF	Remote Keyless Entry	& 1FL	$75.00	$0.00	$75.00	$66.00	$6
	ANJ	Non-Deep Tinted Glass	&1FL	($295.00)	$0.00	($295.00)	($259.60)	($250
	AP3	Remote Vehicle Start	& 1FL	$195.00	$0.00	$195.00	$171.60	$16
	BRS	Power Retractable Assist Steps		$1,095.00	$0.00	$1,095.00	$963.60	$93
	DPN	Mirrors, OSRV Heated, Power, Retractable Camper Style w/Turn Signal		$240.00	$0.00	$240.00	$211.20	$20
	G63	Luggage Rack Delete		($25.00)	$0.00	($25.00)	($22.00)	($21
	JF4	Power Adjustable Pedals		$150.00	$0.00	$150.00	$132.00	$12

	T96	Fog Lamps	& 1FL	$140.00	$0.00	$140.00	$123.20	$11
	UD7	Ultrasonic Rear Parking Assist		$265.00	$0.00	$265.00	$233.20	$22
	UE0	OnStar Delete		($85.00)	$0.00	($85.00)	($74.80)	($72
	V1K	Luggage Rack - Cross Bars		$90.00	$0.00	$90.00	$79.20	$7
Seating Arrangements:								
	A95	**Hybrid cloth seats w/o heat**	**FTL/GAM & 1HY**	**($400.00)**	**$0.00**	**($400.00)**	**($352.00)**	**($340**
	A95	Seats, Front Bucket, Cloth w/ 6-way Power Driver Seat	Fleet Only	$935.00	$0.00	$935.00	$822.80	$79
	AL4	2nd Row Bucket Seats		$590.00	$0.00	$590.00	$519.20	$501
	ATD	Third Row Seat Delete	Fleet Only	($400.00)	$0.00	($400.00)	($352.00)	($340
	AZ3	Bench Seat		($250.00)	$0.00	($250.00)	($220.00)	($212
SEO Options:								
	4JP	Tire, Spare - P265/70R17 OOR BW		$35.00	$0.00	$35.00	$30.80	$2
	5T4	Exterior Body Colored Parts, Victory Red		$150.00	$0.00	$150.00	$132.00	$12
	5T5	Vinyl Rear Seats with Cloth Front Seats		$4.00	$0.00	$4.00	$3.52	$3
	6A6	Batteries, Dual Heavy-Duty 730 Cold-Cranking AMPS	&PPV/5W4	$155.00	$0.00	$155.00	$136.40	$131
	6B2	RR Door Handles Inop.		$66.00	$0.00	$66.00	$58.08	$5
	6C5	Battery, Single 730 CCA		$57.00	$0.00	$57.00	$50.16	$4
	6E2	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00	$22.00	$2
	6E8	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00	$22.00	$2
	6J3	Wiring-Grille Lamps & Speakers		$102.00	$0.00	$102.00	$89.76	$8
	6J4	Wiring-Horn Siren Circuit		$36.00	$0.00	$36.00	$31.68	$3
	6J7	Flasher System		$480.00	$0.00	$480.00	$422.40	$40
	6N5	RR Window Switches Inop.		$56.00	$0.00	$56.00	$49.28	$4
	6N6	RR Door Locks Inop.		$66.00	$0.00	$66.00	$58.08	$5
	7X6	LH Spotlamp		$460.00	$0.00	$460.00	$404.80	$39
	7X7	LH & RH Spotlamps		$820.00	$0.00	$820.00	$721.60	$69
	9G3	Off Road Suspension for Commercial Decor 4X4 Vehicles		$404.00	$0.00	$404.00	$355.52	$34
	9G8	Headlamps, Daytime Running/Automatic Headlamp Control Delete	&PPV/5W4	$1.00	$0.00	$1.00	$0.88	$
	9N5	Front Floor Console Delete		($625.00)	$0.00	($625.00)	($550.00)	($531
	9V2	Paint Solid Blue	&PPV/5W4	$30.00	$0.00	$30.00	$26.40	$2
	9V7	Exterior Body Colored Parts-Dark Blue Metallic	requires TGK	$50.00	$0.00	$50.00	$44.00	$4
	TGK	Special Paint	&9V5/9W3	$0.00	$0.00	$0.00	$0.00	$
	TGK	Special Paint	w/o9V5/9W3	$300.00	$0.00	$300.00	$264.00	$25
	UTQ	Alarm, Horn---Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00	$8.80	$
	WRJ	Dual Power Distribution Centers		$1,550.00	$0.00	$1,550.00	$1,364.00	$1,31
	WRK	Single Power Distribution Center		$1,075.00	$0.00	$1,075.00	$946.00	$91
Tires:								
	QJP	17" On/Off Road BW Tires		$150.00	$0.00	$150.00	$132.00	$12
Wheels:								
	P46	17" Aluminum Wheels		$375.00	$0.00	$375.00	$330.00	$31
	RCS	20" Polished Aluminum Wheels		$1,795.00	$0.00	$1,795.00	$1,579.60	$1,52
	RCZ	LTZ Chrome Wheels		$700.00	$0.00	$700.00	$616.00	$59

**REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION*

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

AI-34369 **Purchasing Department 19. J. 1.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase Three (3) New or Newer 2013 Chevrolet Tahoe through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of $118,617.00 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-242-OGG).

BACKGROUND

As requested by OBM funding for proposed project will be appropriated from the Fire Marshalls acct #2-1100-422-10-300-001-0-890 to acct #2-1100-422-10-300-001-0-741 for proposed purchase of Tahoe's.

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-422-10-300-001-0-741

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

BUDGETARY IMPACT:

AI-34361 CC 09/25/12 will transfer $118,617.00 to object code 741 to fund the purchase of the vehicles.

Attachments

12-242

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 09:52 AM
Budget & Management	Merlen P. Munoz	09/21/2012 10:11 AM
Roland Garcia	Rolando Garcia	09/21/2012 10:44 AM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Oscar Garza Started On: 09/20/2012 11:14 AM

Final Approval Date: 09/21/2012

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	9/13/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDLAGO COUNTY FIRE MARSHALL	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JUAN MARTINEZ	Prepared By:	AVERYT KNAPP
Phone:		Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	JUAN.MARTINEZ@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2013 CHEVROLET TAHOE PPV CK10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,976.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FOUR WHEEL DRIVE 4X4	4060		
SKID PLATE NZZ	150		
ALUMINUM WHEELS P46	375		
FRONT BUCKET A95	935		
LOCKING REAR AXLE G80	295		
BODY SIDE MOLDING B85	100		
BASIC PATROL PACKAGE CWPKG1	8453	Subtotal From Additional Sheet(s):	
		Subtotal B:	14368

REVIEWED
By Oscar Garza at 11:16 am, Sep 20, 2012

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FULL RUBBER FLOOR	INCL		
FLEET #19387	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	995		
EXTERIOR COLOR SILVER ICE GAN	INCL		
		Subtotal D:	995

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 39339

Quantity Ordered: 3 **X Subtotal of A + B + C + D:** 39339 = **Subtotal E:** 118017

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

Subtotal G: 0

Delivery Date: 120 DAYS APPX **H. Total Purchase Price (E+F+G):** 118617

From:	Rey Salazar
To:	oscarg garza
Cc:	Rolando Garcia; Juan Martinez
Subject:	Fire Marshals Vehicle Request
Date:	Thursday, September 20, 2012 9:18:17 AM
Attachments:	CPS-CHEVROLET xls HIDALGO COUNTY FIRE MARSHALL -2013 CHEVROLET TAHOE 4X4 SSV CK10706-3X-SEPT13.xls

GM Mr. Garza,

Attached please find a quote from the fire marshals office requesting a few vehicles. Can you please review the quote and prepare an agenda item seeking authorization to purchase. The account number will be:

2-1100-422-10-300-001-0-741

Rolando from our office will be prepare a line item transfer from the fire marshals 2-1100-422-10-300-001-0-890 account into the 2-1100-422-10-300-001-0-741 account and forward you the agenda item number to reference as back up on your agenda item. Please contact him after you have confirmed the pricing so that he may transfer the monies accordingly.

Please let us know when the item is ready so that we may request to move the agenda item to the 25th.

Respectfully,

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

HGAC: Price Verification

Contract : #VE11-11

A17	Caldwell Chevrolet	Police SUV	CC10706	Chevrolet Tahoe PPV, 4-door PPV, Rear wheel drive, 2WD, 5.3L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment	$23,976.00

2012 Chevrolet Tahoe

2012 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2012 MODEL YEAR PRODUCTION

Difference $4,060

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	GM Pre Price
CC10706	2WD Tahoe w/1LS or 1FL	$38,450.00	$0.00	$38,450.00	$35,758.50	$34,605.00	$36,31
CK10706	4WD Tahoe w/1LS or 1FL	$42,510.00	$0.00	$42,510.00	$39,534.30	$38,259.00	$40,13
CC10706	2WD Tahoe LT	$43,600.00	$0.00	$43,600.00	$40,548.00	$39,240.00	$41,15
CK10706	4WD Tahoe LT	$46,450.00	$0.00	$46,450.00	$43,198.50	$41,805.00	$43,83
CC10706	2WD Tahoe Hybrid	$51,665.00	$0.00	$51,665.00	$48,823.43	$47,273.48	$49,55
CC10706	2WD Tahoe LTZ	$52,665.00	$0.00	$52,665.00	$48,978.45	$47,398.50	$49,68
CK10706	4WD Tahoe Hybrid	$54,470.00	$0.00	$54,470.00	$51,474.15	$49,840.05	$52,23
CK10706	4WD Tahoe LTZ	$55,770.00	$0.00	$55,770.00	$51,866.10	$50,193.00	$52,60

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Deale Price(c
1FL	Fleet / Commercial Package 2WD w/o PPV	($1,245.00)	$0.00	($1,245.00)	($1,095.60)	($1,058
1FL	Fleet / Commercial Package 4WD w/o 5W4	($1,295.00)	$0.00	($1,295.00)	($1,139.60)	($1,100
1FL	Fleet / Police Vehicle 2WD w/PPV	($4,730.00)	$0.00	($4,730.00)	($4,162.40)	($4,020
	Fleet / Special Service Vehicle 4WD w/5W4	($5,710.00)	$0.00	($5,710.00)	($5,024.80)	($4,853
K5L	Heavy Duty Trailering Package w/ NQH on 4WD	$330.00	$0.00	$330.00	$290.40	$28(
	Heavy Duty Trailering Package on 2WD	$230.00	$0.00	$230.00	$202.40	$19
PCJ	Sun, Entertainment & Destinations Package w/ 1LT	$4,935.00	$0.00	$4,935.00	$4,342.80	$4,19
	Sun & Entertainment Package w/ 1LZ	$2,435.00	$0.00	$2,435.00	$2,142.80	$2,06
	Sun & Entertainment Package w/ 1HY	$2,410.00	$0.00	$2,410.00	$2,120.80	$2,04
	Sun & Entertainment Package Discount w/ 1LZ / 1HY	($450.00)	$0.00	($450.00)	($396.00)	($382
	Sun, Entertainment & Destinations Package Discount w/ 1LT	($900.00)	$0.00	($900.00)	($792.00)	($765
PCK	Luxury Package w/DD8	$1,575.00	$0.00	$1,575.00	$1,386.00	$1,33
PDA/PEB	Texas Edition (Only Available In Texas) / All Star Edition 1LS w/ NQH on 4WD w/DD8	$3,255.00	$0.00	$3,255.00	$2,864.40	$2,76
	Texas Edition (Only Available In Texas) / All Star Edition 1LS w/ NQH on 4WD w/ PDD	$3,195.00	$0.00	$3,195.00	$2,811.60	$2,71
	Texas Edition (Only Available In Texas) / All Star Edition 1LS 2WD w/DD8	$3,155.00	$0.00	$3,155.00	$2,776.40	$2,68
	Texas Edition (Only Available In Texas) / All Star Edition 1LS 2WD w/ PDD	$3,095.00	$0.00	$3,095.00	$2,723.60	$2,63
	Texas Edition (Only Available In Texas) / All Star Edition 1LT w/ NQH on 4WD w/DD8	$2,820.00	$0.00	$2,820.00	$2,481.60	$2,39
	Texas Edition (Only Available In Texas) / All Star Edition 1LT 2WD w/DD8	$2,720.00	$0.00	$2,720.00	$2,393.60	$2,31
	Texas Edition / All Star Edition Savings	($1,000.00)	$0.00	($1,000.00)	($880.00)	($850
PDD	Convenience Package	$1,060.00	$0.00	$1,060.00	$932.80	$90
Z71	Off-Road Package on 4WD	$1,585.00	$0.00	$1,585.00	$1,394.80	$1,34
	Off-Road Package on 2WD	$1,535.00	$0.00	$1,535.00	$1,350.80	$1,30

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Deale Price(
Additional Options:							
B30	Carpeting, Color Keyed	&1FL	$190.00	$0.00	$190.00	$167.20	$161
B85	Bodyside Molding	& 1FL	$100.00	$0.00	$100.00	$88.00	$85
CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00	$875.60	$84
DRC	ISRVM with Rear Camera Display	w/PCK/PDA/PEB	$390.00	$0.00	$390.00	$343.20	$331

	DRC	ISRVM with Rear Camera Display		$450.00	$0.00	$450.00	$396.00	$38
	JL1	Trailer Brake Controller		$200.00	$0.00	$200.00	$176.00	$17
	K05	Engine Block Heater		$75.00	$0.00	$75.00	$66.00	$6
	K47	High Capacity Air Cleaner		$25.00	$0.00	$25.00	$22.00	$2
	NQH	2-Speed Transfer Case		$100.00	$0.00	$100.00	$88.00	$8
	NZZ	Skid Plate Package		$150.00	$0.00	$150.00	$132.00	$12
	TRW	Roof Mounted Lamp Provision		$30.00	$0.00	$30.00	$26.40	$2
	V76	Recovery Hooks		$50.00	$0.00	$50.00	$44.00	$4
	VK3	Front License Plate Bracket	w/ R7E	$0.00	$0.00	$0.00	$0.00	$0
Axles:								
	G80	Locking Rear Differential		$295.00	$0.00	$295.00	$259.60	$25
Dealer Installed								
	SES	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	SEU	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	SEV	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	SEW	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VAT	Chrome Grille		$496.00	$0.00	$496.00	$436.48	$42
	VAV	1st & 2nd Row All Weather Floor Mats		$138.00	$0.00	$138.00	$121.44	$11
	VKN	3rd Row All Weather Floor Mats		$69.00	$0.00	$69.00	$60.72	$5
	VKU	Chrome Mirror Caps		$115.00	$0.00	$115.00	$101.20	$9
	VKV	Wheel Flares		$661.00	$0.00	$661.00	$581.68	$56
	VKW	Front Console Organizer		$43.00	$0.00	$43.00	$37.84	$3
	VKX	Hybrid Spare Tire Kit		$995.00	$0.00	$995.00	$875.60	$84
	VKY	Chrome Door Handles		$326.00	$0.00	$326.00	$286.88	$27
	VLG	Trailer Hitch Closeout		$124.00	$0.00	$124.00	$109.12	$10
	VLI	Rear Cargo Mat		$69.00	$0.00	$69.00	$60.72	$5
	VQZ	Chrome Exhaust Tips		$122.00	$0.00	$122.00	$107.36	$10
	VS4	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSA	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VSA	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSB	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VSB	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSF	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VSF	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSJ	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSK	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VSN	22" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	VXH	Chrome Assist Steps		$689.00	$0.00	$689.00	$606.32	$58
	VZK	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00	$1,667.60	$1,61
	VZK	20" Wheels		$2,995.00	$0.00	$2,995.00	$2,635.60	$2,54
	W03	Heated Seats Kit		$699.00	$0.00	$699.00	$615.12	$59
	W04	Theft-Deterrent Wheel		$215.00	$0.00	$215.00	$189.20	$18
	W2D	Cargo Net		$55.00	$0.00	$55.00	$48.40	$4
Paint:								
	58U	Black Granite Metallic		$195.00	$0.00	$195.00	$171.60	$16
	89U	Crystal Red Tint Coat		$395.00	$0.00	$395.00	$347.60	$33
	98U	White Diamond Tricoat		$995.00	$0.00	$995.00	$875.60	$84
Radio Equipment:								
	U2J	XM Radio Delete		($100.00)	$0.00	($100.00)	($88.00)	($85
	U42	Rear Seat Entertainment System		$1,295.00	$0.00	$1,295.00	$1,139.60	$1,10
	UYS	Navigation Radio		$2,500.00	$0.00	$2,500.00	$2,200.00	$2,12
Safety / Convenience:								
	AMF	Remote Keyless Entry	& 1FL	$75.00	$0.00	$75.00	$66.00	$6
	ANJ	Non-Deep Tinted Glass	&1FL	($295.00)	$0.00	($295.00)	($259.60)	($250
	AP3	Remote Vehicle Start	& 1FL	$195.00	$0.00	$195.00	$171.60	$16
	BRS	Power Retractable Assist Steps		$1,095.00	$0.00	$1,095.00	$963.60	$93
	DPN	Mirrors, OSRV Heated, Power, Retractable Camper Style w/Turn Signal		$240.00	$0.00	$240.00	$211.20	$20
	G63	Luggage Rack Delete		($25.00)	$0.00	($25.00)	($22.00)	($21
	JF4	Power Adjustable Pedals		$150.00	$0.00	$150.00	$132.00	$12

	T96	Fog Lamps	& 1FL	$140.00	$0.00	$140.00	$123.20	$11
	UD7	Ultrasonic Rear Parking Assist		$265.00	$0.00	$265.00	$233.20	$22
	UE0	OnStar Delete		($85.00)	$0.00	($85.00)	($74.80)	($72
	V1K	Luggage Rack - Cross Bars		$90.00	$0.00	$90.00	$79.20	$7
Seating Arrangements:								
♦	A95	**Hybrid cloth seats w/o heat**	**FTL/GAM & 1HY**	**($400.00)**	**$0.00**	**($400.00)**	**($352.00)**	**($340**
	A95	Seats, Front Bucket, Cloth w/ 6-way Power Driver Seat	Fleet Only	$935.00	$0.00	$935.00	$822.80	$79
	AL4	2nd Row Bucket Seats		$590.00	$0.00	$590.00	$519.20	$501
	ATD	Third Row Seat Delete	Fleet Only	($400.00)	$0.00	($400.00)	($352.00)	($340
	AZ3	Bench Seat		($250.00)	$0.00	($250.00)	($220.00)	($212
SEO Options:								
	4JP	Tire, Spare - P265/70R17 OOR BW		$35.00	$0.00	$35.00	$30.80	$2
	5T4	Exterior Body Colored Parts, Victory Red		$150.00	$0.00	$150.00	$132.00	$12
	5T5	Vinyl Rear Seats with Cloth Front Seats		$4.00	$0.00	$4.00	$3.52	$
	6A6	Batteries, Dual Heavy-Duty 730 Cold-Cranking AMPS	&PPV/5W4	$155.00	$0.00	$155.00	$136.40	$13
	6B2	RR Door Handles Inop.		$66.00	$0.00	$66.00	$58.08	$5
	6C5	Battery, Single 730 CCA		$57.00	$0.00	$57.00	$50.16	$4
	6E2	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00	$22.00	$2
	6E8	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00	$22.00	$2
	6J3	Wiring-Grille Lamps & Speakers		$102.00	$0.00	$102.00	$89.76	$8
	6J4	Wiring-Horn Siren Circuit		$36.00	$0.00	$36.00	$31.68	$3
	6J7	Flasher System		$480.00	$0.00	$480.00	$422.40	$40
	6N5	RR Window Switches Inop.		$56.00	$0.00	$56.00	$49.28	$4
	6N6	RR Door Locks Inop.		$66.00	$0.00	$66.00	$58.08	$5
	7X6	LH Spotlamp		$460.00	$0.00	$460.00	$404.80	$39
	7X7	LH & RH Spotlamps		$820.00	$0.00	$820.00	$721.60	$69
	9G3	Off Road Suspension for Commercial Decor 4X4 Vehicles		$404.00	$0.00	$404.00	$355.52	$34
	9G8	Headlamps, Daytime Running/Automatic Headlamp Control Delete	&PPV/5W4	$1.00	$0.00	$1.00	$0.88	$
	9N5	Front Floor Console Delete		($625.00)	$0.00	($625.00)	($550.00)	($531
	9V2	Paint Solid Blue	&PPV/5W4	$30.00	$0.00	$30.00	$26.40	$2
	9V7	Exterior Body Colored Parts-Dark Blue Metallic	requires TGK	$50.00	$0.00	$50.00	$44.00	$4
	TGK	Special Paint	&9V5/9W3	$0.00	$0.00	$0.00	$0.00	$
	TGK	Special Paint	w/o9V5/9W3	$300.00	$0.00	$300.00	$264.00	$25
	UTQ	Alarm, Horn---Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00	$8.80	$
	WRJ	Dual Power Distribution Centers		$1,550.00	$0.00	$1,550.00	$1,364.00	$1,31
	WRK	Single Power Distribution Center		$1,075.00	$0.00	$1,075.00	$946.00	$91
Tires:								
	QJP	17" On/Off Road BW Tires		$150.00	$0.00	$150.00	$132.00	$12
Wheels:								
	P46	17" Aluminum Wheels		$375.00	$0.00	$375.00	$330.00	$31
	RCS	20" Polished Aluminum Wheels		$1,795.00	$0.00	$1,795.00	$1,579.60	$1,52
	RCZ	LTZ Chrome Wheels		$700.00	$0.00	$700.00	$616.00	$59

**REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION*

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

H-GAC 'Form - F' - Dealer Option Pricing

Offeror Name:	CALDWELL COUNTRY CHEVROLET
Invitation No.:	**VE11-11 - Cars and Light Trucks**

Notes:

1) Bid each Option offering on a single separate line, using the appropriate underlying H-GAC Product Code, in Column "A"
2) Use a single **Form F**. **(Use those Dealer Options listed in Section B. Also, see Addendum #1 for additional changes.)**
3) Bidder must provide Manufacturer & Make in Column C.
4) Bidder must provide Model No. or Part No. in Column "D".
5) Add/Insert additional lines as necessary.

A	B	C	D	E	F
H-GAC Product Code (Form D)	**Option # (From Section B Listing)**	**Manufacturer & Make**	**Model / Order or Part #**	**OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)**	**Offered Price**
A01	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$ 1,195.00
	29	GO INDUSTRIES	38010	PUSH BUMPER (WELDED UNIT)	$ 375.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$ 2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$ 725.00
A02	5	KERR	KCP80	80 amp front power management system with 5 ignition and 6 battery connections and 12 ground	$ 160.00
	5	KERR	KPDIST	100 amp front and rear power management systems includes 2 fuse panels, circuit breakers and colour coded, labeled wiring	$ 408.00
	5	KERR	KWIRE-EXT	Extension of 6J7, 6J3 and 6J4 to the rear trunk or cargo area NOTE: must order SEO 6J7, 6J3 and 6J4 or SEO equivalent	$ 136.00
	5	KERR	K721P	Dash panel pass through grommet	$ 34.00
	5	KERR	KZBM	Equipment/battery minder allows time out from 15 minutes to 4 hours	$ 227.00
	5	KERR	KT6F5	10 Wire roof wiring harness with OE roof grommet NOTE: must order SEO 6J5/6B7	$ 170.00
	5	KERR	K6J7RF	Separate front from rear flasher on SEO 6J7 (must order SEO 6J7)	$ 105.00
	67	KERR	KBAG	Passenger disable air bag switch convenient for items such as laptops which impede air bag zone	$ 296.00
	67	KERR	KEMGLOC	permits unlocking of rear passenger doors in the event of electrical failure allowing access to the rear occupants per door NOTE: price is shown per door please specify which door	$ 155.00
	67	KERR	KTBDP	Level 3 ballistic door panels for front driver and passenger only NOTE: price is shown per door please specify which door	$ 1,797.00
	68	KERR	KCPLT	Console mounting platform (floor plate and leg kit) - NOTE: available on 9C1 only	$ 353.00
	68	KERR	KON-ARM	Armrest NOTE: must order a console or console mounting platform	$ 214.00
	5	KERR	K12VA	3-outlet power plug (12 volt) mounted outside the console	$ 143.00
	68	KERR	KDUC	Under Dash Console	$ 600.00
	6	KERR	KMAP12	12" gooseneck map light - LED (must specify length)	$ 166.00
	8	KERR	KSPEAK	100 watt siren speaker (must order option 6J3)	$ 307.00
	6	KERR	KCRN-LED	LED corner modules mounted in head and tail lamps available in red, white, blue, amber	$ 837.00

	29	GO INDUSTRIES	38012	PUSH BUMPER (WELDED UNIT)	$	325.00
	47	GO INDUSTRIES	38512	REAR WINDOW GUARDS - SET OF 2	$	294.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$	2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$	725.00
	74	FLEET SAFETY	CWPKG1	BASIC PATROL PACKAGE-FREEDOM BAR	$	8,453.00
	74	FLEET SAFETY	CWPKG2	FULL PATROL PACKAGE-"LIBERTY"	$	10,460.00
	74	FLEET SAFETY	CWPKG3	SLICK TOP PACKAGE	$	5,212.00
	74	FLEET SAFETY	CWPKG4	SMALL BASIC PACKAGE	$	6,162.00
	3	FLEET SAFETY	TXSPLIBERTY	TEXAS SPECIAL LIBERTY PACKAGE	$	27,775.00
	3	FLEET SAFETY	NEW9M	NEW 9M HOUST-3 NEW HOUSTON DVD BAR	$	2,675.00
	10	FLEET SAFETY	PANASONIC	CF31 PANASONIC CPU WITH DOCK	$	6,675.00
	10	FLEET SAFETY	DELL	DELL XFR CPU WITH DOCK	$	6,275.00
	13	FLEET SAFETY	PANNIN	PANNIN CAMERA WITH KENWOOD	$	6,775.00
	13	FLEET SAFETY	WATCHGUARD	WATCHGUARD CAMERA	$	6,775.00
	12	FLEET SAFETY	DECATUR	DECATUR RADAR	$	2,675.00
	74	FLEET SAFETY	HPD1	HOUSTON POLICE DEPARTMENT PACKAGE 9382	$	11,912.00
	74	FLEET SAFETY	HPD2	HOUSTON POLICE DEPARTMENT PACKAGE 10422	$	5,930.00
	74	KERR	HC1	HARRIS COUNTY POLICE PATROL PACKAGE	$	5,968.00
	74	MAJ	MAVUNMK	MAVERICK COUNTY UNMARKED POLICE PACKAGE	$	7,557.00
	74	MAJ	MAVMK	MAVERICK COUNTY MARKED POLICE PACKAGE	$	16,886.00
	74	FLEET SAFETY	HIDAL	HIDALGO POLICE PACKAGE	$	14,880.00
	74	SIDDONS	CSPD	COLLEGE STATION POLICE DEPARTMENT PACKAGE	$	14,832.00
	3	FEDERAL SIGNAL	VALR44-00004	VALOR 44" MULTI COLOR LED V-SHAPED LIGHTBAR NEEDS SIREN TO OPERATE (MOUNTING	$	2,475.00
	3	FEDERAL SIGNAL	LGD45-14634	LEGEND 45" LED LIGHTBAR	$	1,675.00
	3	FEDERAL SIGNAL	LPX45-HGAC	LPX 45" LED LIGHTBAR	$	1,275.00
	7	FEDERAL SIGNAL	SS2000SM-SD	STANDARD SMART SIREN (INCLUDES RMK AND MNCT-SB)	$	650.00
	7	FEDERAL SIGNAL	SSP3000	SMARTSIREN PLATINUM	$	1,125.00
	8	FEDERAL SIGNAL	ES100	100 WATT SPEAKER APPROPRIATE BRACKET NEEDS TO BE ORDERED SEPERATELY BUT IS INCLUDED IN PRICE (SPEAKER SUBJECT TO SURCHARGE)	$	225.00
	7	FEDERAL SIGNAL	RUMBLER-3	AUDIBLE INTERSECTION CLEARING SIREN (MUST BE USED WITH A SIREN) BRACKET MUST BE ORDERED SEPARATE AND IS INCLUDED IN PRICE WHERE APPLICABLE	$	475.00
	7	FEDERAL SIGNAL	640000	100 WATT SIREN WITH SWITCHES BUILT-IN	$	375.00
	4	FEDERAL SIGNAL	VPX800-3	VIPER EXT LED PERIMETER LIGHT BLUE	$	180.00
	4	FEDERAL SIGNAL	VPX800-4	VIPER EXT LED PERIMETER LIGHT RED (8 DIODES)	$	180.00
	4	FEDERAL SIGNAL	IPX300-3	IMPAXX LED PERIMETER LIGHT (3 DIODES) BLUE	$	140.00
	4	FEDERAL SIGNAL	IPX300-4	IMPAXX LED PERIMETER LIGHT (3 DIODES) RED	$	140.00
	4	FEDERAL SIGNAL	IPX600-3	IMPAXX LED PERIMETER LIGHT (6 DIODES)BLUE	$	170.00
	4	FEDERAL SIGNAL	IPX600-4	IMPAXX LED PERIMETER LIGHT (6 DIODES)RED	$	170.00
	4	FEDERAL SIGNAL	IPX620-BR	IMPAXX LED PERIMTER LIGHT (6 DIODES) BLUE/RED	$	170.00
	4	FEDERAL SIGNAL	MPS600-RR	MICROPULSE LED SURFACE MOUNT (6 DIODES) RED	$	160.00
	4	FEDERAL SIGNAL	MPS600-BB	MICROPULSE LED SURFACE MOUNT (6 DIODES) BLUE	$	160.00
	4	FEDERAL SIGNAL	MPS600-RB	MICROPULSE LED SURFACE MOUNT (6 DIODES) RED/BLUE	$	160.00

AI-34377 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sergio Jimenez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 03:01 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Aida Alvarez Started On: 09/20/2012 02:19 PM

Final Approval Date: 09/21/2012

AI-34400 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Norma Hernandez d.b.a. CVS Services

BACKGROUND

Form Review

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Budget & Management	Merlen P. Munoz	09/21/2012 02:34 PM
Purchasing Department	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Monica Badillo Started On: 09/21/2012 02:17 PM

Final Approval Date: 09/21/2012

AI-34378 **Open Session 22. C.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

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Form Started By: Aida Alvarez Started On: 09/20/2012 02:21 PM

Final Approval Date: 09/21/2012

AI-34401 **Open Session 22. D.**

CC REGULAR

Meeting Date: 09/25/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Norma Hernandez d.b.a. CVS Services

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