AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 27, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-40282** Resolution in Honor of Eden Ramirez Jr.

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-40308** Approval to accept settlement check from State Farm Insurance Company in the amount of $48.75 to settle auto accident with County vehicle. (Sheriff Office)

D. **AI-40307** Approval to accept settlement check from T & D Solutions, LLC in the amount of $4,420.00 to settle County property damages. (Precinct 2)

E. **AI-40312** 1. Discussion, consideration and possible approval of the proposal from Montalvo Insurance Agency to extend the Professional Liability Insurance coverage to include the Juvenile Probation Department Infirmary for the remainder of 2013.
2. Subsequent to item 1 being approved is the request for approval for the Executive Officer to sign as needed on the application prior to submission back to Montalvo Insurance.
3. Request for the approval of payment of the proposed insurance premium for the adjusted coverage with approval for the Auditor's Office to issue payment once audit procedures have been finalized.

F. **AI-40361** Consideration and Approval of an Order regulating parking in county owned lots and providing for towing and storage of unauthorized parked vehicles

8. **Constables:**

A. **AI-40354** Const. Pct #1 - LBSP (1284):
1. Authorization and approval to accept a grant amendment (additional funding) and to accept an extension for the 2013 Local Border Security Program (LBSP) grant through February 28, 2014.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions
3. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2013 (LBSP-13)
4. Approval to appropriate additional funds from the LBSP FY13 grant award in the amount of $10,000.00. New total award amount of $45,000.00.

B. **AI-40362** Const. Pct #1 - LBSP (1284):
Approval to accept an extension for the 2012 Local Border Security Program (LBSP) grant through February 28, 2014

C. **AI-40363** Const. Pct #3 - LBSP (1284):
Authorization and approval to accept an extension for the 2012 Local Border Security Program (LBSP) grant through February 28, 2014.

D. **AI-40364** Const. Pct #3 – LBSP (1284):
1. Authorization and approval to accept an extension for the 2013 Local Border Security Program (LBSP) grant through February 28, 2014.

E. **AI-40374** Const. Pct #4 – LBSP (1284):
Approval to accept an extension for the 2012 Local Border Security Program (LBSP) grant through February 28, 2014.

F. **AI-40377** Const. Pct #4 - LBSP (1284):
1. Authorization and approval to accept a grant amendment (additional funding) and to accept an extension for the 2013 Local Border Security Program (LBSP) grant through February 28, 2014.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2013 (LBSP-13)
4. Approval to appropriate additional funds from the LBSP FY13 grant award in the amount of $40,000. New total award of $80,000.00

9. **Sheriff's Office:**

A. **AI-40156** Approval to process the following AT&T invoice as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Account Number:	Billing Date:	Amount:
512-151-5019-861-4	8-1-2013	$6,379.10

10. **District Clerk - Laura Hinojosa:**

A. **AI-40216** Discussion, consideration and approval of an updated District Court Records Technology Fund Plan - Preservation and Archive Fee in the amount of $10 per applicable filing, in accordance with Subchapter D, Chapter 51, Texas Government Code, Section 51.305 and HB 1513

11. **Health & Human Services Department - Eddie Olivarez**

A. **AI-39944** Approval of Business Associate Agreement between South Texas Health System and Hidalgo County Health and Human Services.

B. **AI-40172** Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec.121.006, requesting approval of the Full-Pay Schedule of Fees to be effective 09/01/13.

C. **AI-40214** **RLSS / LPHS (1293):**
1. Requesting approval to accept the RLSS/LPHS RLSS/Local Public Health System grant contract #2014-001052-00 in the amount of $102,403.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the RLSS / LPHS contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Certification Regarding Professional Services Contractors Not Hiring Former or Retired State Agency Employees statement.
5. Requesting approval for County Judge to e-sign the Child Support Certification statement.
6. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.

7. Requesting approval of the Certification of Revenue in the amount of $102,403.00.
8. Requesting approval of the budget appropriation in the amount of $102,403.00.
9. Requesting approval of the salary schedule.

T.B. Control -State (1293):
1. Requesting approval to accept the TB/PC-State Tuberculosis Prevention and Control grant contract #2014-001417-00 in the amount of $664,963.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the TB/PC-State contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of 664,963.00.
6. Requesting approval of the budget appropriation in the amount of $664,963.00 from state funds and in the amount of $169,218.00 from local match.
7. Requesting approval of the following personnel actions to be effective 09/01/2013:

Action	Slot No.	Position Title	Proposed Salary
Create	G011	Licenses Vocational Nurse III	$48,149.00
Create	G012	Clerk III	$26,014.00
Create	G013	TB Outreach Worker / Medical Assistant	$29,656.00

8. Requesting approval of the salary schedule.

T.B. Elimination- Federal (1293):
1. Requesting approval to accept the TB/PC-FED Tuberculosis Prevention and Control grant contract #2014-001400-00 in the amount of $279,480.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the TB/PC-Federal contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $279,480.00.
6. Requesting approval of the budget appropriation in the amount of $279,480.00 from federal funds and in the amount of $91,746.00 from local match.
7. Requesting approval of the salary schedule.

Immunization Branch (1293):
IMM/LOCALS Immunization Branch-Locals grant
1. Requesting approval to accept the IMM/LOCALS Immunization Branch-Locals grant contract #2014-000022-00 in the amount of $649,320.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the IMM/Locals grant

contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $649,320.00.
6. Requesting approval of the budget appropriation in the amount of $649,320.00.

Immunization Program Income
1. Requesting approval of the Certification of Revenue in the amount of $125,000.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $125,000.00.
3. Requesting approval of the salary schedule.

CPS/HAZARDS-PHEP (1293):
1. Requesting approval to accept the CPS/HAZARDS Public Health Emergency Preparedness grant contract #2014-001134-00 in the amount of $587,198.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS-PHEP grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $587,198.00.
6. Requesting approval of the budget appropriation in the amount of $587,198.00 from state funds and in the amount of $58,719.00 from local match.
7. Requesting approval of the salary schedule.

D. **AI-40215** Requesting approval to process the following invoice as a claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	**Account No.**	**Billing Date**	**Amount**
Verizon	10-5492-2863047639-10	08/01/13	$295.98
		Total	**$295.98**

E. **AI-40254** Requesting approval for Hidalgo County Treasurer's Office / Payroll Division to continue payroll for employees currently paid from the Title V Child Health & Prenatal grant contracts which will end on 08/31/13. This request is to continue payroll from 09/01/13 until the FY 14 Title V Child Health & Prenatal grant contracts are received and accepted by Commissioner's Court.

F. **AI-40297** Requesting approval to accept the Interlocal Agreement with the University of Texas-Pan American. The purpose of the Agreement is to have UTPA assist with administering a $500 scholarship funded by the Office of Border Health grant.

G. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

H. Indigent Health Care Program:

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

12. Emergency Management - Oscar Montoya:

A. Status update on the Water Irrigation Allotment

13. HIDTA - Task Force - Dora Munoz:

A. AI-40184 Approval to process the following AT&T invoices as claims with authority for the County Treasurer to issue payment/check after auditing procedures are completed by County Auditor.

Vendor	**Account No.**	**Billing Date**	**Amount**
AT&T	956-381-0444-7233	6/9/13	176.51
AT&T	956-381-0444-7233	7/9/13	171.01
		Total	**347.52**

14. Urban County - Diana Serna:

A. AI-40205 Requesting approval of a Program Amendment for City of Mercedes Year 25 (2012) Urban County Program workplan. The proposed amendment will add sanitary sewer improvements to the already approved water/sewer improvements activity funding in the amount of $76,987.00. There will be no budgetary changes.

B. AI-40209 1. Urban County Program is requesting that Hidalgo County Commissioner's Court rescind action taken on July 9, 2013 which approved a best and final regotiated contract for professional architectural services with Alcocer Garcia Associated, In. in the amount of $6,400.00 utilizing Year 25 (2012) Urban County funds for public facility improvements at the city's Public Library located at 1100 South FM 1427 in Penitas, Texas.

2. Urban County Program,on behalf of the City of Penitas, is requesting approval of a best and final negotiated contract for professional architectural services with Alcocer Garcia Associates,Inc. with an edited statement concerning the Texas Board of Architectural Examiners in the amount of $6,400.00 utilizing Year 25 (2012) Urban County funds for public facility improvements at the city's Public Library located at 1100 South FM 1427 in Penitas, Texas.

C. **AI-40295** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) a professional service;

2. Presentation of the scoring grid for the purpose of ranking by County Commissioners Court of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Alamo, Urban County Program, and Hidalgo County Purchasing Department in connection with and funded through the Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG) Program for the 2013 Colonia Economically Distressed Areas Program (CEDAP) Contract No. 713005 – Rehabilitation: Single-Unit Sewer Services project for colonias within the City of Alamo's Extraterritorial Jurisdiction (ETJ).

Review Appraisal Services	Grade	Ranked
Quintanilla, Headley & Associates, Inc	97.67	
R. Gutierrez Engineering	96.34	
R.E. Garcia & Associates	90	

3. Authority to negotiate a professional service contract with the No. 1 ranked firm _____ for a TDA TxCDBG 2013 CEDAP – Rehabilitation: Single-Unit Sewer Service project within the City of Alamo's ETJ.

D. **AI-40314** 1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 1's proposed budget and program amendment for Fiscal Years 23, 24 & 25 (2010, 2011 & 2012) original work plans and forfeited funds for a Street Improvements activity that will include additional locations (Victoria Rd and Old La Blanca Road) and project description.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 1. The proposed budget and program amendment for Fiscal Years 21, 22, 23, 24 & 25 (2008, 2009, 2010, 2011 & 2012) original work plans and forfeited funds for a Street Improvements activity that will include additional locations (Victoria Rd and Old La Blanca Road) and project description.

15. **Elections Administration - Yvonne Ramon:**

A. **AI-40203** Update regarding Texas Voter ID law/requirements.

B. **AI-40189** Approval of Full Contract for Election Services between Hidalgo County and the Edcouch-Elsa Independent School District for their election to be held on September 14, 2013.

C. **AI-40190** Approval of Lease Contract for Election Services between Hidalgo County and the La Villa Independent School District for their election to be held on September 14, 2013.

16. **Auditor's Office - Ray Eufracio:**

A. **AI-40277** 1. Approval of 2013 Certification of New Sources of Revenue

2. Presentation of 2014 Statement of Estimated Available Resources.

17. **Precinct #3 - Comm. Flores:**

A. **AI-39995** 1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between the Cities of Mission, City of McAllen, and the County of Hidalgo for the improvements to Taylor Road from US 83 Expressway North to 1300 ft North of Dove.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project pursuant to the approval of the Interlocal Agreement as stated above.

18. **Precinct #4 - Comm. J. Palacios:**

A. **AI-40304** Consideration and Approval to purchase a certain tract of land also known as Parcels 15 for the Trenton Drainage Project (Pct.4).

19. **Budget & Management - Sergio Cruz:**

A. **AI-40389** Hold Public Hearing to consider public input and commentary regarding the proposed Hidalgo County franchised rural solid waste collection program.

B. **Budget Appropriations:**

1. **AI-40387** 2013 CW Adm. (1200):
Approval of 2013 unappropriation of funds from CW Adm.-Contingency, program #030, in the amount of $30,989.90.

C. **AI-40388** Discussion and consideration of the funding request to purchase Odyssey Software Session Works Judge's Edition for civil cases necessary to accommodate the Supreme Court mandated transition to electronic filing.

D. **AI-40386** FY 2012 JAG Grant (1282):
Requesting approval to reclassify salaries and fringe benefit expenditures of one (1) Bailiff position, slot no. G002 to general fund for the period of January 01, 2013 through the end of grant award on August 31, 2013.

20. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES

INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Adult Probation:

1. AI-40292 Acceptance and approval of Interlocal Lease Agreement between County of Hidalgo and Community Supervision and Corrections Department with direction of the following including but not limited to;

1. Term of Agreement (Mr. Arnold Patrick, Director of CSCD, agrees to the 10 year term with a 10 year renewal term as historically done in the past).

2. Commissioners Court consideration to waive the monthly lease fees as granted on May 31, 2011 to date.

3. Setting of the monthly payment of lease fees as follow:

A. $_____Monthly Lease Fees
B. $_____Maintenance Fees (Upkeep and repairs to leased premises).

B. Pct. 1

1. AI-40206 Acceptance and approval of a "Professional Engineering Services" agreement as reviewed and approved as to form by legal with **Millennium Engineers Group, Inc.** for provision of "**Geo-Technical Services (On Call On As Needed Basis)** for projects located within Hidalgo County Precinct One with assigned contract number C-13-243-08-27.

C. Pct. 4

1. AI-40276 A. Correction to AI-38110 (approved by CC on 04/16/13) to include, Pursuant to Article 14 of the current agreement-C-13-098-04-16 and WA#1, Halff Associates, Inc. is requesting approval to engage the services of sub-consultant (Prodigy) with adherence to insurance provisions required by said article;

B. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 1 as submitted by HALFF ASSOCIATES, INC., due to additional services/timeline to the project increasing in the amount by $935.00, with revised total cost amount of $ 6,935.00, for the purposes of "engineering services" for "Job Specific" Project: (US 281 and SH 186 LINN - SAN MANUEL BEAUTIFICATION PROJECT) in connection to agreement #C-13-098-04-16 located within Precinct No. 4.

D. Sheriff's Office

1. **AI-40160** A. Requesting approval to rescind action taken by Commissioners' Court on 08/06/13 AI-39934 for "Polygraph Examiner" due to vendor not being in compliance with requirements.

B. Presentation of next lowest amount received through Request For Sealed Quotes (RFSQ) as detailed in tabulation sheet contained herein, meeting all specifications and/or requirements for the purpose of award and approval of an open/blanket Purchase Order to expire on December 31, 2013 for project titled: Hidalgo County-"Polygraph Examiner"-project No.: 2013-231-07-31-MEG

21. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-40349** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Fresh - Tax Abatement.

D. **AI-40380** CL-13-2609-G; Jose M. Moncada v. Judge Ismael Ochoa, J.P. Pct, 3, Pl. 2, Daisy Zarape, Court Coordinator, JP 3,2

E. **AI-40382** C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department, a subdivision of Hidalgo County, Texas, a political subdivision of the State of Texas

F. **AI-40351** Claim of Eluterio Puente

G. **AI-40375** Claim of Lizandra Ortega

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-40350** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Fresh - Tax Abatement.

D. **AI-40381** CL-13-2609-G; Jose M. Moncada v. Judge Ismael Ochoa, J.P. Pct, 3, Pl. 2, Daisy Zarape, Court Coordinator, JP 3,2

E. **AI-40383** C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department, a subdivision of Hidalgo County, Texas, a political subdivision of the State of Texas

F. **AI-40352** Claim of Eluterio Puente

G. **AI-40376** Claim of Lizandra Ortega

23. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

24. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

25. **Adjourn**

AI-40282 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of Eden Ramirez Jr.

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/20/2013 04:17 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Monica Badillo Started On: 08/19/2013 08:06 PM

Final Approval Date: 08/23/2013

RESOLUTION IN HONOR OF EDEN RAMIREZ, JR.

WHEREAS, Mr. Eden Ramirez, Jr., from Palmview, Texas, a native of the Rio Grande Valley and Hidalgo County, graduated from La Joya High School in La Joya, Texas in 2007, and continued his education by attending the University of Texas - Pan American where he obtained a Bachelors of Arts degree in Political Science and History in 2012; and

WHEREAS, throughout his educational and professional career, Ramirez has demonstrated an interest in public and community service, including promoting youth civic engagement as well as volunteering and working for candidates for political office; Ramirez also worked in a public capacity in our very own Hidalgo County local government, having served as Hidalgo County's Public Affairs Specialist in the Hidalgo County Judge's Office – Public Affairs Division; and

WHEREAS, Ramirez is presently Director of Communications and Public Relations for La Joya Independent School District where he directs all communication mediums within the district and serves as the public figure representing La Joya ISD and its interests within the local community and the state; and

WHEREAS, Ramirez served two years as Vice President of Finance for the Texas Young Democrats organization where he maintained financial precision and integrity and conducted fundraising efforts; and

WHEREAS, in August 2013, Ramirez was appointed for a two-year term as President of the National Hispanic Caucus for Young Democrats of America, the largest youth partisan political organization in the United States; more than 1,200 delegates from 47 states and territories convened to elect the organization's leadership and chose Ramirez unanimously. Ramirez will be in Washington at the end of the year to address issues affecting Hispanic Youth, such as, immigration, the Dream Act, and voting rights.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and congratulates Eden Ramirez Jr., on his appointment as President of the National Hispanic Caucus for Young Democrats of America, for the tremendous opportunity at hand to join in the national conversation on Hispanic issues, and for his drive and ambition to serve and represent his community in this capacity.

Approved this 27th day of August, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-40308 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Company in the amount of $48.75 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 06/28/13

3-1100-360-00-000-005-0-000

Attachments

State Farm Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:47 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Aida Alvarez Started On: 08/21/2013 09:50 AM

Final Approval Date: 08/23/2013

PAYMENT NO 1 25 842987 J
PAYMENT AMOUNT $48.75
ISSUE DATE 08-14-2013
AUTHORIZED BY ROBINSON, JANICE
PHONE (888) 257-6077

CLAIM NO 53-320N-513
LOSS DATE 06-28-2013
POLICY NO 1942-673-53A
INSURED ARANDA, SERGIO

ATTN: SAFEY DIVISION COUNTY OF HIDALGO, TX
PO BOX 1356
EDINBURG TX 78540-1356

REMARKS Repair Invoice 0002551

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	ATTN: SAFEY DIVISION COUNTY OF HIDALGO, TX	48.75

RETAIN STUB FOR RECORDS

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
TEXAS
CUSTOMER SERVICE P08PCL335

JPMORGAN CHASE BANK, NA 56-1544/441
2ND FLOOR
TAMPA, FL 33610-0000

1 25 842987 J

CLAIM NO 53-320N-513
LOSS DATE 06-28-2013

INSURED ARANDA, SERGIO

DATE 08-14-2013
MM DD YYYY

**********EXACTLY FORTY-EIGHT AND 75/100 DOLLARS $********48.75

Pay to the Order of: ATTN: SAFEY DIVISION COUNTY OF HIDALGO, TX

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK. HOLD AT 45° ANGLE FOR VIEWING

⑈ 25 1784 2987 ⑈ ⑆044115443⑆ 627119209 ⑈

Repair Invoice

HCSO Motor Pool	
711 El Cibolo Rd	
Edinburg, Texas 78539	
956.393.6185	956.393.6189

Felix Gutierrez

461	UNIT
711 EL CIBOLO RD	
Edinburg, Texas 78539	

INV0002551	
7/1/2013	
7/1/2013	
FORD	EXPEDITION
1FMFU15509LA10110	1062137
67520	2009

PROBLEM DESCRIPTION:

QUANTITY	PART NUMBER	PART DESCRIPTION	PRICE	TOTAL

QUANTITY	SERVICE	SERVICE	PRICE	TOTAL
1	MAINT	BUFF REAR BUMPER		$48.75

Always check your tires, lights, and fluid levels.

Other:	$0.00
Tax:	$0.00
Total:	$48.75
Amount Paid:	$48.75
Balance Due:	$0.00

Authorized signature _____

AI-40307 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from T & D Solutions, LLC in the amount of $4,420.00 to settle County property damages. (Precinct 2)

BACKGROUND

DOL: 05/14/13

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

No fiscal impact, Revenue account.

Attachments

T & D Solutions Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:44 PM
Obdett Calzada	Obdett Calzada	08/22/2013 11:18 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Aida Alvarez Started On: 08/21/2013 09:34 AM

Final Approval Date: 08/23/2013

74131

T & D SOLUTIONS, LLC

COUNTY OF HIDALGO 08/14/13 74131

INVOICE	INV DATE	REMARKS	INV AMT
08.08.13	08/08/13	DRAIN INLET DAMAGES	4,420.00
		INVOICE TOTAL	4,420.00

T & D SOLUTIONS, LLC 74131

NET CHECK AMOUNT 4,420.00

PRODUCT SSLB100 USE WITH 91500 ENVELOPE PRINTED IN U.S.A. A

TRUE WATERMARK PAPER. HOLD TO LIGHT TO VIEW. HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT.

T & D SOLUTIONS, LLC
P.O. BOX 11948
ALEXANDRIA, LA 71315
PH. (318) 442-8138

CommunityBank OF TEXAS
www.communitybankoftx.com
88-1198-1131

74131

74131

FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS & NO CENTS

DATE 08/14/13

AMOUNT $4,420.00

PAY TO THE ORDER OF:
COUNTY OF HIDALGO
ATTN:SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

Sonya Futrell
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈074131⑈ ⑆113111983⑆ ⑈1106399⑈

L&R PRECAST CONCRETE WORKS, INC.

3807 N.Bentsen Palm Dr.
Mission Tx. 78574-8200
E-mail lrprecast1@aol.com
Web Site www.lrprecast.com
Phone: (956)-583-6293
Fax : (956)-424-1099

Quotation 2713

Date	5/31/2013
Bid Date	5/31/2013
Bid Time	
Project	

ELDORA RD. IMPROVEMENTS

Owner:	
Engineer:	

Name / Address
HIDALGO COUNTY PCT #2 ATTN: ROQUE CAVAZOS

L&R Precast is pleased to provide you with the following materials quote for the reference project.
We are herby submitting this proposal for your consideration

Qty	Description	Size	Price	Total
1	TY "F" CURB INLET COMPLETE WITH ONE EXTENSION	5'X3'X4'	1,870.00	1,870.00

Subtotal $1,870.00 **Sales Tax (0.0%)** $0.00 **Total** **$1,870.00**

BY SIGNING THIS QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS.
ACCEPTED BY:_____ DATE:_____
DIRECTIONS#:_____ PO#:_____
JOB #:_____

TERMS AND CONDITIONS

1.- Payments are due on Net 10th.
2.- Concrete products are F.O.B unloaded by the customer at project site.
3.- In order for us to provide you with a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies. We will promptly revise our quotation to include the product that you require and return to you.
4.- The prices quoted for the referenced project are valid for a period of thirty (30) days from the advertised bid date. Prices will be subject to change without notice.
5.- If for any reason, the customer is placed on hold, due to lack of payment, and the customer decides to purchase materials somewhere else, the customer will be responsible for paying all pending material left to deliver.
6.- We reserve the right to modify this bid and match pricing quoted by any competitor.

United Contracting Inc.

4616 N Conway Ave.
Mission, Texas 78573

Proposal

Date	Estimate #
6/24/2013	288

Name / Address
El Dora Raod Inlets

Project	EL DORA INLETS

Item	Description	Unit	Qty	Rate	Total
	EL DORA ROAD INLETS				
1	Remove and Replace Inlet Tops				
2	Dispose, Clean, & Remove Grout Inlet	L.S.	1	2,550.00	2,550.00
	Total				$2,550.00

AI-40312 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Dale Kennan, SAFETY DIVISION

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion, consideration and possible approval of the proposal from Montalvo Insurance Agency to extend the Professional Liability Insurance coverage to include the Juvenile Probation Department Infirmary for the remainder of 2013.
2. Subsequent to item 1 being approved is the request for approval for the Executive Officer to sign as needed on the application prior to submission back to Montalvo Insurance.
3. Request for the approval of payment of the proposed insurance premium for the adjusted coverage with approval for the Auditor's Office to issue payment once audit procedures have been finalized.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-419-00-125-009-0-523

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

BUDGETARY IMPACT:

Funding is pending a line item transfer (AI-40309) and a pending interdepartmental transfer from contingency (AI- 40340).

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:46 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Dale Kennan Started On: 08/21/2013 10:17 AM

Final Approval Date: 08/23/2013

Proposal
08/16/13

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Weslaco, Texas 78540

Type of Coverage: Professional Liability
Company: Evanston Insurance Company #SM891157
Term: 01/01/2013 –01/01/2014
Location: 1711 North Bridge, Weslaco, TX - Juvenile Infirmary
Effective Date of Policy Change: Immediately Upon Request
Limit of Liability: 1,000,000 Each Claim
Policy Aggregate: 3,000,000
Deductible: $25,000
Retro Date: The retro date will be the inception of the Acceptance to include coverage for the Juvenile Infirmary at the location listed.
Total Premium: **$4,542.61**

The premium shown above is the pro-rated additional cost to include professional liability coverage for the Juvenile Infirmary at the location listed.

Payment is due upon receipt.
Thank you for your business!

- DEERFIELD INSURANCE COMPANY
- ESSEX INSURANCE COMPANY
- EVANSTON INSURANCE COMPANY
- MARKEL AMERICAN INSURANCE COMPANY
- MARKEL INSURANCE COMPANY

APPLICATION FOR CLINICS (MEDICAL, DENTAL, PUBLIC HEALTH, MENTAL HEALTH, OTHER) PROFESSIONAL LIABILITY INSURANCE

NOTICE: The policy for which application is made provides coverage on a "CLAIMS MADE" basis. Please read the policy carefully.

If space is insufficient to answer any question fully, attach a separate sheet.

I. GENERAL INFORMATION

1. (a) Full name of Applicant: HIDALGO COUNT; Juvenile Probation Dept. – Infirmary Unit

   (b) Principal practice address: 1001 N. Doolittle Rd. (Street) Hidalgo (County)

   Edinburg (City) TX (State) 78542 (Zip)

   (c) Location: Stand alone _____ Hospital _____ School _____ Correctional Facility __X__ Other _____

   (d) (i) Phone: (956)587-6200

   (ii) E-Mail Address: _____ (iii) Website Address: www.co.hidalgo.tx.us

   (e) Date Established: _____
   Attach a proforma business plan if the Applicant is newly established.

2. Applicant is a:

   [ ] professional corporation
   [ ] limited liability company
   [X] other County run probation facility
   [ ] joint venture
   [ ] professional association
   [ ] partnership

3. Name(s) of all partners or members of the clinic who provide professional services: Dr. Marin Garza, M.D.; Doctor Ramiro Ramirez, Lic. Phd Psychologist ; Dr. Abel Cain, Lic. Phd Psychologist

4. Does any owner, partner or director operate or administer, wholly or in part, any hospital, nursing home or other institution where medical services are rendered? .....[ ] Yes [X] No
   If Yes, provide details, including name, location, size and number of beds. N/A

5. Is the Applicant a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule? .....[X] Yes [ ] No
   If Yes,
   (a) Has the Applicant implemented procedures to comply with the HIPAA Privacy Rule?.....[X] Yes [ ] No
   (b) Provide the name and title of the Applicant's Privacy Officer. All 3 LVN's are charged with HIPAA compliance
   Our Business Associate Agreement is available at www.markelcorp.com. This is the only Business Associate Agreement we will recognize.

II. OPERATIONS

1. Days/hours of operation: 24 hours a day 7 days a week

2. (a) Provide the name and specialty of the Applicant's Medical Director: Dr. Marin Garza
   (b) Does the Applicant's Medical Director have direct patient contact? .....[X] Yes [ ] No
   (c) Is the Applicant's Medical Director full-time or part-time? Contracted on an as needed basis

3. Applicant's professional specialty: _____

4. Provide the percentage of patients/clients:

Bariatrics	N/A %	Holistic medicine	N/A %	Sleep Disorders	N/A %
Communicable Disease	2 %	Obstetrical	N/A %	Stress Testing	N/A %
Correctional Medicine	70 %	Oncology	N/A %	Students	N/A %
Dental	5 %	Pain Management	N/A %	Substance Abuse	N/A %
Disability Evaluation	N/A %	Pediatric	N/A %	Surgical	N/A %
Family Planning	5 %	Physical Rehabilitation	N/A %	Urgent Care	N/A %
Free Clinic	N/A %	Psychiatric	18 %		
Hemodialysis	N/A %	Research or Experimental	N/A %		

5. List all Locations where Applicant is registered and licensed to operate:

Location 1: Hidalgo County Juvenile Probation Department

Location 2: _____

Location 3: _____

Location 4: _____

6. Name(s) and location(s) of any hospital or medical facility that the Applicant refers in practice: _____

7. Has the Applicant's state license, registration or certification, or certification for federal reimbursement ever been limited, revoked, suspended, refused, cancelled or voluntarily surrendered?.....[ ] Yes [X] No
If Yes, provide details. _____

8. List all accreditations and association memberships held by Applicant's facility and include a copy of the most recent report: N/A

9. Does the Applicant currently participate in or plan to participate in a state patient compensation fund, health care stabilization fund or other governmentally established malpractice liability funding mechanism?.....[ ] Yes [X] No

10. Is the Applicant "deemed" under the Federal Tort Claims Act ("FTCA")? .....[ ] Yes [X] No
If Yes, what percentage of services are provided under the FTCA? _____

11. Does the Applicant or any of its employees or independent contractors provide services for correctional facilities, such as a jail, detention center, prison, etc.?.....[X] Yes [ ] No

12. Applicant's Gross Revenues:

	Last Twelve Months	Next Twelve Months
Fee for Service	$ 4,397,714.00	$ 4,667,653.00
Medicare/Medicaid Funds	$	$
Research	$	$
Other (describe) **Infirmary Dept**	$ 395,126.00	$ 479,926.00
TOTAL GROSS REVENUES	$ 4,792,840.00	$ 5,147,579.00

13. Number of outpatient/client visits:

	Last Twelve Months	Next Twelve Months
Clinics **or Physician**	1,944 Nurses & Doctor In/Out	2,200 Nurses & Doctor In/Out
Laboratory	300	300
X-ray/Imaging	15	15
Pharmacy	75	100
TOTAL VISITS:		

NOTE: If Applicant provided services for correctional facilities, provide number of inmates: 96 at max capacity

14. Does the Applicant maintain any beds for overnight occupancy:

(a) On the Applicant's premises?.....[X] Yes [ ] No
If Yes,

(i) No. of beds: 96

(ii) Attach a copy of license and an explanation including protocols for on site 24 hour staffing. Registered with the State of Texas see the Texas Juvenile Justice Dept. website @ www.tjjd.texas.gov. This is a 24 hour facility.

(b) Off the Applicant's premises? .....[ ] Yes [X] No
If Yes,
(i) No. of beds: ____
(ii) Attach a copy of license and an explanation including protocols for on-site 24 hour staffing.

III. STAFF

1. Indicate the number of professional employees, independent contractors and volunteers. If None, state None.

	Employees		Independent Contractors		Volunteers	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
Physicians: No surgery (other than incision of boils, suturing of skin) or obstetrical procedures	None	None	1	None	None	None
Physicians: Minor surgery or obstetrical procedures not constituting major surgery	None	None	None	None	None	None
Anesthesiologists	None	None	None	None	None	None
Obstetrics-Gynecologists	None	None	None	None	None	None
Oncologists	None	None	None	None	None	None
Ophthalmologists	None	None	None	None	None	None
Urologists	None	None	None	None	None	None
Dentists	None	None	1	None	None	None
Chiropractors	None	None	None	None	None	None
Nurse Anesthetists	None	None	None	None	None	None
Nurse Practitioners	None	None	None	None	None	None
Optometrists	None	None	None	None	None	None
Pharmacists	None	None	None	None	None	None
Physician Assistants	None	None	None	None	None	None
Podiatrists	None	None	None	None	None	None
Psychologists	None	None	2	None	None	None
RNs/LPNs/LVNs	3	None	None	None	None	None
Social Workers	None	None	None	None	None	None
Other(describe):	None	None	None	None	None	None

NOTE: If the Applicant requires any of the above to be Insureds, submit a separate application for each such individual.

2. Are all of the above persons licensed in accordance with applicable state and federal regulation? .....[X] Yes [ ] No
If No, attach explanation.

3. Do all professional staff maintain a Professional Liability Insurance Policy? .....[X] Yes [ ] No
If Yes, what are the minimum limits of liability that the Applicant requires?
Liability insurances maintained at $1,000,000.00 for physician and $500,000.00 for each psychologist

IV. PROFESSIONAL SERVICES

1. Does the Applicant's employees or independent contractors:
(a) Perform any minor surgery other than incision of boils and superficial abscesses or suturing skin and superficial fascia? .....[ ] Yes [X] No
If Yes, list all minor/invasive procedures _____

(b) Perform any anti-aging procedures, including Botox or other injectables? .....[ ] Yes [X] No
If Yes, complete a Supplement for Medical Spa/Anti-Aging Clinics (SM31001).

(c) Perform abortions and/or menstrual extractions? ....[ ] Yes [X] No
If the Applicant provides pregnancy termination complete a Supplement for Abortion Centers (SM31002)

(d) Perform any experimental procedures or research testing? ....[ ] Yes [X] No
If Yes, are they FDA approved? ....[ ] Yes [X] No
If No, attach a description.

(e) Perform any chelation therapy services? ....[ ] Yes [X] No
If Yes, explain: _____

(f) Administer anesthesia other than topical or local infiltration? ....[ ] Yes [X] No
If Yes, attach detailed explanation.

(g) Use drugs for weight reduction for patients? ....[ ] Yes [X] No
If Yes, attach list of drugs used and percentage of practice devoted to weight reduction; frequency and duration of prescriptions or weight reduction drugs and quantity dispensed.

(h) Administer any methadone treatment? ....[ ] Yes [X] No
If Yes,
(i) Provide the number of treatments during the:
Last 12 months _____ Next 12 months _____
(ii) Attach a description of treatment and controls used.

(i) Provide teleradiology services? ....[ ] Yes [X] No
If Yes, provide description of services and for whom services are provided._____

(j) Offer professional advice to the public via the internet, newspapers or broadcasts? ....[ ] Yes [X] No
If Yes, provide details._____

(k) Advertise professional services in any manner other than a simple listing in a telephone directory? ....[ ] Yes [X] No
If Yes, attach a copy of all advertisements.

2. Does the Applicant use a collection agency: ....[ ] Yes [X] No
If Yes,
(i) Name of agency: _____
(ii) Does the agency have authority to file a collection suit on behalf of the Applicant?....[ ] Yes [X] No

V. CLAIMS AND HISTORY

1. Has the Applicant or any of its employees ever:
(a) Been the subject of disciplinary or investigatory proceedings or reprimand by a licensing, administrative or governmental agency? ....[ ] Yes [X] No

(b) Been convicted for an act committed in violation of any law or ordinance including traffic offenses? ....[ ] Yes [X] No
If Yes, provide details._____

(c) Been evaluated or treated for alcoholism or drug addiction or mental or mental or emotional disorders? ....[ ] Yes [X] No
If Yes, provide details._____

(d) Had any professional license or license to prescribe or dispense narcotics been denied, limited, refused, suspended, revoked, renewal refused or accepted only on special terms or has the Applicant or any of its employees voluntarily surrendered any professional license? ....[ ] Yes [X] No
If Yes, provide details._____

2. Has any claim or suit for malpractice ever been made against the Applicant or any person proposed for this insurance?....[ ] Yes [X] No
If Yes, how many? _____

3. Has any claim or suit for malpractice ever been made against the Applicant or any person proposed for this insurance that has not been reported to the Applicant's current or prior insurer?....[ ] Yes [X] No
If Yes, explain._____

4. Is the Applicant or any person proposed for this insurance aware of any act, error, omission, fact, circumstance, or records request from any attorney which may result in a malpractice claim or suit?. [ ] Yes [X] No
If Yes, how many? _____

5. Has any insurer cancelled, rescinded, non-renewed or declined any similar insurance for the Applicant, its predecessors, subsidiaries, affiliates, employees and/or for any other person or entity proposed for his insurance in the last five years? ..... Yes [ ] No [X]
If Yes, attach a copy of such insurer's notice.

6. List prior Professional Liability Insurance for each of the last five (5) years, including the current year:
If None, check here. [ ]

Ins Company	Limits of Liability	Premium	Eff./Exp. Dates	Claims Made or Occurrence Form	Retroactive Date
N/A					

7. List prior General Liability Insurance for each of the last five (5) years, including the current year:

Ins Company	Limits of Liability	Premium	Eff./Exp. Dates	Claims Made or Occurrence Form	Retroactive Date
See Attached					

VI. GENERAL LIABILITY (To be completed by the Applicant if applying for General Liability)

1. Complete the following for each of the Applicant's facilities:

Location Number	Name of Facility	Address	Description of Facility	Does the Applicant Maintain a Garage? (Yes/No)	Is There an Adjacent Exposure? (Yes/No)
1					
2					
3					

2. Complete the following for each of the Applicant's locations:

	Location 1	Location 2	Location 3	Location 4
Square Footage*				
Year Built				
Year Remodeled				
Number of Stories				
Type of Construction (frame, brick, concrete)				
Percentage of Building Occupied by Applicant				
Other occupants? (Yes/No)				

*Include square footage of parking facilities if owned or rented by the Applicant.

3. Are all of the Applicant's locations equipped with:
(a) Complete Sprinkler System? ..... [ ] Yes [ ] No
(b) At least two clearly marked exits on each floor? ..... [ ] Yes [ ] No
(c) Self-closing fire doors on each floor? ..... [ ] Yes [ ] No

Hidalgo County – Professional Liability Application

Question #7 of the MASAM 5004 (01/10) Application for Markel

Prior General Liability Insurance Information

Insurance Company	Limits of Liability	Premium	Policy Term	Type of Form	Retroactive Date
Princeton Excess	1,000,000/2,000,000	$398,290	01/01/2013 – 2014	Occurrence	N/A
Travelers	1,000,000/2,000,000	$140,676	01/01/2012 – 2013	Occurrence	N/A
Travelers	1,000,000/2,000,000	$154,150	01/01/2011 – 2012	Occurrence	N/A
Travelers	1,000,000/2,000,000	$175,911	01/01/2010 – 2011	Occurrence	N/A
Travelers	1,000,000/2,000,000	$179,993	01/01/2009 – 2010	Occurrence	N/A

(d) Automatic fire alarm system connected to a local fire department? ..... [ ] Yes [ ] No
(e) Smoke detectors? ..... [ ] Yes [ ] No
(f) Emergency electrical system? ..... [ ] Yes [ ] No
(g) Heat sensors? ..... [ ] Yes [ ] No
(h) Fire escape(s)? ..... [ ] Yes [ ] No
(i) Posted emergency evacuation procedures? ..... [ ] Yes [ ] No
(j) Properly maintained fire extinguishers? ..... [ ] Yes [ ] No

If any of the above are answered No, provide details by attachment.

4. Does the Applicant have a written safety program in place? ..... [ ] Yes [ ] No
If Yes, attach a copy of the written safety program.

5. Does the Applicant have written procedures for incident reporting? ..... [ ] Yes [ ] No

6. Do any of the Applicant's locations have any:
(a) Exposure to flammables, explosive, chemicals? ..... [ ] Yes [ ] No
(b) Catastrophe exposure? ..... [ ] Yes [ ] No
(c) Exposure to radioactive materials? ..... [ ] Yes [ ] No

7. Do any of the Applicant's operations involve storing, treating, discharging, applying, disposing, or transporting hazardous materials? ..... [ ] Yes [ ] No

8. Does the Applicant sell or lease any medical equipment or products to patients/clients or others in connection with Applicant's operation? ..... [ ] Yes [ ] No
If Yes, Total Annual Sales $_____
Total Annual/Lease Rental Receipts $_____

9. Does the Applicant:
(a) Loan or rent machinery or equipment to others? ..... [ ] Yes [ ] No
(b) Own any elevators or escalators? ..... [ ] Yes [ ] No
(c) Own or rent any parking facility? ..... [ ] Yes [ ] No
(d) Provide any recreational facility? ..... [ ] Yes [ ] No
(e) Have a swimming pool on the premises? ..... [ ] Yes [ ] No
(f) Sponsor any sporting or social events? ..... [ ] Yes [ ] No

10. Has any claim for General Liability ever been made against any person(s) or entity(ies) proposed for this insurance? ..... [ ] Yes [ ] No
If Yes, answer the following:
Provide three year loss history for claims under $100,000 Loss and Expense and ten years for claims $100,000 and greater. Attach further sheets if needed.

Date of Occurrence	Date Claim Made	Description of Loss	Amount of Loss Reserved and Paid	Amount of Expenses Reserved and Paid	Open (O) or Closed (C)

11. Is (are) any person(s) or entity(ies) proposed for this insurance aware of any fact, circumstance or situation which may result in a General Liability claim, such that would fall under the proposed insurance? ..... [ ] Yes [ ] No
If Yes, provide details for each incident._____

VII. ADDITIONAL INFORMATION

As part of this Application attach the following:

1. A CV of Medical Director including specialty and board certification.
2. Five (5) years of currently valued Professional Liability Insurance and General Liability Insurance claim runs from current and prior insurers or complete a Supplemental Claim Information form (SM6236) for each claim.
3. A list of any activities or procedures performed that are not otherwise described in this Application.

4. Credentialing, Risk Management protocols.
5. Most recent annual financial statements, both a balance sheet and a revenue and expense statement. If the Applicant is newly established attached proforma financial statements.
6. Complete an Additional Insured Supplement for any additional insured that coverage is being requested for under General Liability Coverage.

NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY

The policy applied for is SOLELY AS STATED IN THE POLICY, if issued, which provides coverage on a "CLAIMS MADE" basis for ONLY THOSE "CLAIMS" THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, unless the Extended Reporting Period option is exercised in accordance with the terms of the policy.

The underwriting manager, Company and/or affiliates thereof are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

This application, information submitted with this application and all previous applications and material changes thereto of which the underwriting manager, Company and/or affiliates thereof receives notice is on file with the underwriting manager, Company and/or affiliates thereof and is considered physically attached to and part of the of the policy if issued. The underwriting manager, Company and/or affiliates thereof will have relied upon this application and all such attachments in issuing the policy. If the information in this application or any attachment materially changes between the date this application is signed and the effective date of the policy, the Applicant will promptly notify the underwriting manager, Company and/or affiliates thereof, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

WARRANTY

I/We warrant to the Company, that I/We understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy. I/We authorize the release of claim information from any prior insurer to the underwriting manager, Company and/or affiliates thereof.

Must be signed by the Applicant within 60 days of the proposed effective date.

Name of Applicant	Title
Signature of Applicant	Date

Notice to Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

ADDITIONAL EXPLANATIONS

AI-40361 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration and Approval of an Order regulating parking in county owned lots and providing for towing and storage of unauthorized parked vehicles

BACKGROUND

D.A. has prepared the Order. (see attached email)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Order
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 08:46 AM
Manuel Chapa	Manuel Chapa	08/23/2013 09:39 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Monica Badillo Started On: 08/22/2013 02:35 PM

Final Approval Date: 08/23/2013

State of Texas §
§
County of Hidalgo §

ORDER REGULATING PARKING IN COUNTY OWNED LOTS AND PROVIDING FOR TOWING AND STORAGE OF UNAUTHORIZED PARKED VEHICLES

WHEREAS, the Commissioners Court of Hidalgo County, at a duly called and noticed meeting on August ____, 2013, and pursuant to Texas Local Government Code Section 615.001, voted to regulate vehicle parking in all county owned parking lots "County lots";

WHEREAS, Hidalgo County is experiencing unauthorized vehicles parking in reserved spots or on County lots after designated hours; and

WHEREAS, Section 615.001 of the Texas Local Government Code provides the commissioners court may regulate the parking of vehicles on property owned or leased by the county including the towing and storage of a vehicle at the vehicle owner's expense if the vehicle is parking in violation of rules adopted under Section 615.001 of the Texas Local Government Code;

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT that parking in County lots is regulated as follows:

1. Parking spaces in a County lot marked reserved are limited to vehicles of the office or person(s) to whom the reserved parking space is assigned.
2. Unauthorized vehicles parking in a reserved parking space in County lots between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday other than a County of Hidalgo holiday shall be towed and stored from the County lot at the vehicle owner's expense.
3. Unauthorized vehicles parking in a County lot between the hours of 6:00 p.m. to 7:00 a.m. Sunday through Saturday shall be towed and stored from the County lot at the vehicle owner's expense.
4. Appropriately worded sign(s) shall be placed at the entrances of County lots to inform drivers of vehicles of the prohibition of parking vehicles in reserved spaces and that vehicles parked in reserved spaces will be towed and stored at the vehicle owner's expense.

5. Appropriately worded sign(s) shall be placed at the entrances of County lots to inform drivers of vehicle of the prohibition of parking vehicles during the hours of 6:00 p.m. to 7:00 a.m. Sunday through Saturday and that unauthorized vehicles parked in County lots during said hours will be towed and stored at the vehicle owner's expense.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

ADOPTED, PASSED AND ORDERED this ____ day of August, 2013.

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

From: Roy Quintanilha
To: Valde
Cc: "Monica Badillo"
Subject: FW: Order: Unauthorized Vehicles on County Lots
Date: Thursday, August 15, 2013 10:03:27 AM
Attachments: Order Regulating Parking Across County.docx

Good morning Mr. Guerra,

I recently requested the District Attorney's Office prepare an order giving authority for vehicles to be towed from County property that are left abandoned or do not have authorization to park on our lots after hours and on weekends. I am requesting that you review the order for consideration for placing it on the agenda for Commissioners Court action.

Thank you.

Roy Quintanilha
Roy Quintanilha
Safety Director
County of Hidalgo, Texas
956-292-7030
956-318-2658 Fax

From: Savannah Gonzalez [mailto:savannah.gonzalez@da.co.hidalgo.tx.us]
Sent: Thursday, August 15, 2013 8:49 AM
To: roy.quintanilha@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; josephine.ramirez@da.co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us
Subject: RE: Order: Unauthorized Vehicles on County Lots

All: I am resending this email following yesterday's outage. My apologies for any inconvenience.
Thanks,

Savannah Gonzalez
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 76133
(956) 318-2313 ext. 3767
(956) 318-2079 FAX
savannah.gonzalez@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 savannah.gonzalez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Savannah Gonzalez [mailto:savannah.gonzalez@da.co.hidalgo.tx.us]
Sent: Wednesday, August 14, 2013 1:51 PM
To: 'roy.quintanilha@co.hidalgo.tx.us'; 'valde.guerra@co.hidalgo.tx.us'
Cc: 'victor.garza@da.co.hidalgo.tx.us'; 'josephine.ramirez@da.co.hidalgo.tx.us'; 'monica.badillo@co.hidalgo.tx.us'
Subject: Order: Unauthorized Vehicles on County Lots

Roy, attached please find a proposed order regarding unauthorized vehicles on County parking lots. Feel free to contact me or Victor Garza should you have any further questions. Thanks,

Savannah Gonzalez
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 76133
(956) 318-2313 ext. 3767
(956) 318-2079 FAX
savannah.gonzalez@da.co.hidalgo.tx.us

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****

Begin forwarded message:

> **From:** "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>
> **Date:** August 13, 2013, 4:30:14 PM CDT
> **To:** "'Josephine Ramirez'" <josephine.ramirez@da.co.hidalgo.tx.us>
> **Cc:** <victor.garza@da.co.hidalgo.tx.us>, "'Valde Guerra'" <valde.guerra@co.hidalgo.tx.us>, "'Monica Badillo'" <monica.badillo@co.hidalgo.tx.us>, "Eddie Guerra" <eddie.guerra@co.hidalgo.tx.us>, <norma.silva@da.co.hidalgo.tx.us>, "'Rosie Luna'" <rosie.luna@co.hidalgo.tx.us>
> **Subject: FW: order**

Good afternoon Josie,

Attached is a specific order addressing parking and towing at your current location. Could your office produce a similar order for Commissioners Court Consideration that would address the issues on this order along with unauthorized vehicles using our parking lots over the weekend, nights and or being abandoned on our parking lots and properties county wide authority for Towing?

I am available to discuss this issue you with you at your convenience.

Roy Quintanilha
Roy Quintanilha
Safety Director
County of Hidalgo, Texas
956-292-7030
956-318-2658 Fax

From: Roy Quintanilha [mailto:roy.quintanilha@co.hidalgo.tx.us]
Sent: Tuesday, August 13, 2013 3:29 PM
To: 'Monica Badillo'
Cc: Eddie Guerra; 'Joel Rivera'
Subject: FW: order

Do we have the same type of order for this building or any type of County Wide Order?

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Tuesday, August 13, 2013 3:07 PM
To: 'Roy Quintanilha'
Subject: order

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

AI-40354 **Constables 8. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Constable Celestino Avila Jr. **Submitted By:** Raul Lozano Jr., CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Const. Pct #1 - LBSP (1284):
1. Authorization and approval to accept a grant amendment (additional funding) and to accept an extension for the 2013 Local Border Security Program (LBSP) grant through February 28, 2014.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions
3. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2013 (LBSP-13)
4. Approval to appropriate additional funds from the LBSP FY13 grant award in the amount of $10,000.00. New total award amount of $45,000.00.

BACKGROUND

Grant Number: LBSP 13-25
Original Award Amount: $35,000.00
Original Award Dates: 01/01/13 to 08/31/13
Reference: AI# 37370 3-5-13

The Local Border Security Program Grant is awarded to the Hidalgo County Pct 1 Constables Office by the Texas Rangers Division of the Texas Department of Public Safety.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-291-080-3-xxx

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

BUDGETARY IMPACT:

Appropriation in the amount of $10,000 (additional funding).

Grant covers overtime and FICA expenses only.

Acct #3-1284-334-10-291-080-3-000 Constable Pct. 1-LBSP Revenues

Expenses relating to Health insurance, Life insurance, retirement, unemployment compensation and workers compensation assigned to the overtime hours are to be charged to the Constable Pct. 1 Budget (Account #3-1100-421-00-291-001-0-XXX).

Attachments

LBSP GAN FY2013

A-4 Form

appropriation

Certification of Revenue

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 08:45 AM
Manuel Chapa	Manuel Chapa	08/23/2013 04:55 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Raul Lozano Jr. Started On: 08/22/2013 12:35 PM

Final Approval Date: 08/23/2013

GRANT ADJUSTMENT NOTICE

TEXAS DEPARTMENT OF PUBLIC SAFETY/TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 13 (LBSP-13)
Funding Instrument:	General Appropriations Act, Rider 41, 82ND Legislature
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Grant Number:	LBSP-13-25
Recipient:	Hidalgo County Constable Pct 1
Amount of Grant:	$ 45,000.00 (Total Grant Amount)
Period of Grant:	**January 1, 2013 through February 28, 2014**
Type of Action	☒ Increase in Funds ☐ Decrease in Funds ☒ **Performance Period Date Change**
Grant Adjustment #:	Grant Number: LBSP-13-25 GAN #1

AGENCY APPROVAL
Kirby W. Dendy Chief, Texas Ranger Division
Date: 08/22/2013

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2013

2. APPLICANT NAME: Hidalgo County Constable Department Pct 1

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Total Salary & Fringe
Chief Dep	1	$24.39	$36.59	7	1	$256.10	$19.59	$275.69
Sgt Deputy	2	$23.90	$35.85	7	1	$501.90	$38.40	$540.30
Sr Deupty	4	$22.94	$34.41	7	1	$963.48	$73.71	$1,037.19
Sr Deputy	2	$19.48	$29.22	7	1	$409.08	$31.29	$440.37
Deputy	4	$18.82	$28.23	7.5745	1	$855.31	$65.43	$920.74
			$0.00			$0.00	$0.00	$0.00
							Total Personnel Estimates	**$3,214.29**

b. Travel & Per Diem Estimate $2,985.87 $228.42

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

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage				$0.555	**$0.00**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$0.00**

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 14

5. ARE YOU PAID MONTHLY OR BI-MONTHLY:

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

X

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$45,000.01
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	**$45,000.01**

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

Reimbursement ☐ ONE TIME Advance Payment Request ☐

Form A-4
(11/01)

DATE: August 22, 2013

2013
Appropriation

DEPARTMENT HEAD: Constable Celestino Avila Jr.

DEPARTMENT NAME: Constable Prct 1 (291)

ACCOUNT NUMBER: 3-1284-421-00-291-080-3-xxx

Contact Person: Joe F. Espinosa **Ph#:** 956-447-3775

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
3-1284-421-00-291-080-3-131	Const. Pct 1 -LBSP-	Overtime Pay	9,135.28
3-1284-421-00-291-080-3-220	Const. Pct 1 -LBSP-	FICA	864.72
3-1284-334-10-291-080-3- 000	CONST.PCT NO. 1- LBSP	REVENUES	10,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**10,000.00**

REASON: Appropriation of funds for the FY 2013 LBSP grant for Constable Pct 1. Grant period is from 01-01-13 to 02-28-14. Grant covers overtime and FICA only. The other fringes associated with overtime expense are to be charged to the Constable Pct 1 G/F budget, acct #3-1100-421-00-291-001-0-xxx

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

August 23, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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

HIDALGO COUNTY
BUDGET OFFICE
2013 AUG 26 PM 1 36

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 Ranger Division - Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$10,000.00	Award No. LBSP-13-25 (Constable Pct. 1)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/13
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-40362 **Constables 8. B.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Celestino Avila Jr. **Submitted By:** Raul Lozano Jr., CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Const. Pct #1 - LBSP (1284):
Approval to accept an extension for the 2012 Local Border Security Program (LBSP) grant through February 28, 2014

BACKGROUND

Grant Number: LBSP 12-0040
Award Amount: $40,000.00
Original Award Dates: 07/06/12 to 01/31/13

The Local Border Security Program Grant is awarded to the Hidalgo COunty Pct 1 Constables Office by the Texas Rangers Division of the Texas Department of Public Safety

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 3-1284-421-00-291-080-2-xxx

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

BUDGETARY IMPACT:

No Budgetary impact. Grant period extension only.

Attachments

Brandy Prinz email
GAN Fy2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:38 PM
Obdett Calzada	Obdett Calzada	08/23/2013 04:52 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Raul Lozano Jr. Started On: 08/22/2013 02:46 PM

Final Approval Date: 08/23/2013

From: "Steinhagen, Linda" <Linda.Steinhagen@dps.texas.gov>
To: "'Deborah Fischer'" <deborah.fischer@auditor.co.hidalgo.tx.us>
Sent: Monday, August 12, 2013 3:22 PM
Subject: FW: 2012 LBSP Extension Info.

From: Miller, Arthur J
Sent: Friday, April 26, 2013 12:07 PM
To: BPD Chief Price Chambers; CCPD Chief Johnny Vasquez; DCCD Ruth Ceniseros; DCSO Chief Deputy Quintanilla; DCSO Valerie Rubalcava; DRPD Capt Fred Knoll; DRPD Chief James V Debrow; DRPD Steve Webb; EPPD Lt Moises Pena; KCSO Chief Deputy Karl Chism; MCSO Chief Deputy Rick Fuentes; MCSO Ignacio Saucedo (grants); RCSO Chief Deputy Don Gass; Sheriff Buddy Burgess; Sheriff Charles Mendeke; Sheriff Eusevio Salinas; Sheriff James Brice; Sheriff Joe Frank Martinez; Sheriff Marion Boyd; Sheriff Pam Elliot; Sheriff Tom Schmerber; SWTJC Chief Robert Doucet; UCSO Chief Deputy Doug Postert; UPD Assistant Chief Mark Busbee; UPD Chief Robert MacDonald; VVSO Chief Deputy Bill Haynes; VVSO Chief Deputy Waylon Bullard; ZCCO Constable John Simpson; ZCSO Chief Deputy Ricardo Rios
Cc: Miller, Arthur J
Subject: FW: 2012 LBSP Extension Info.

An important message from OBS Grant Coordinator Brandy Prinz for those UC Members utilizing LBSP 2012 funding.

A J Miller, BLO
Del Rio J.O.I.C.
830-778-7837

From: Prinz, Brandy
Sent: Friday, April 26, 2013 9:55 AM
To: Miller, Arthur J; Garza, Ray; Campbell, Mike; Carter, Don; Jones, Richard Lee; Schook, Lloyd
Subject: 2012 Extension Info.

Please let ALL 2012 recipients know that I am revising ALL 2012 grant adjustment notices to read a ending date of **August 31, 2013.**

I will have these completed and sent out by May 1, 2013.

Have a good weekend,

Brandy

Brandy Prinz
Texas Department of Public Safety
Texas Rangers - Border Security Operations Center
Grant Coordinator, Local Border Star Program
Office: 512.424.7335
Blackberry: 512.924.0491
Fax: 512.424.7041
brandy.prinz@dps.texas.gov

GRANT ADJUSTMENT NOTICE

TEXAS DEPARTMENT OF PUBLIC SAFETY/TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 12 (LBSP-12)
Funding Instrument:	General Appropriations Act, Rider 41, 82ND Legislature
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Grant Number:	LBSP-12-0040
Recipient:	Hidalgo County Pct 1 Constable Department
Amount of Grant:	$ 40,000.00 (Total Grant Amount)
Period of Grant:	**July 6, 2012 through February 28, 2014**
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☒ **Performance Period Date Change**
Grant Adjustment #:	Grant Number: LBSP-12-0040 GAN #2

AGENCY APPROVAL
Brad Wm
Kirby W. Dendy Chief, Texas Ranger Division
Date: 08/21/2013

AI-40363 **Constables 8. C.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Const. Pct #3 - LBSP (1284):
Authorization and approval to accept an extension for the 2012 Local Border Security Program (LBSP) grant through February 28, 2014.

BACKGROUND

Grant Number: LBSP 12-0041
Award Amount: $40,000.00
Original Award Dates: 7/6/12 to 1/31/13
The Local Border Security Program Grant is awarded to the Hidalgo County Pct #3 Constables Office by the Texas Rangers Division of the Texas Department of Public Safety.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 3-1284-421-00-293-080-2-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grand period extension only.

Attachments

GAN
EMAIL FROM BRANDY PRINZ

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:41 PM
Obdett Calzada	Obdett Calzada	08/23/2013 04:52 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Rachel Cavazos Started On: 08/22/2013 03:33 PM

Final Approval Date: 08/23/2013

GRANT ADJUSTMENT NOTICE

TEXAS DEPARTMENT OF PUBLIC SAFETY/TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 12 (LBSP-12)
Funding Instrument:	General Appropriations Act, Rider 41, 82ND Legislature
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Grant Number:	LBSP-12-0041
Recipient:	Hidalgo County Pct 3 Constable Department
Amount of Grant:	$ 40,000.00 (Total Grant Amount)
Period of Grant:	**July 6, 2012 through February 28, 2014**
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☒ **Performance Period Date Change**
Grant Adjustment #:	Grant Number: LBSP-12-0041 GAN #2

AGENCY APPROVAL
Kirby W. Dendy Chief, Texas Ranger Division
Date: 08/21/2013

Raquel Ramos

From: Steinhagen, Linda [Linda.Steinhagen@dps.texas.gov]
Sent: Monday, August 12, 2013 3:22 PM
To: 'Deborah Fischer'
Subject: FW: 2012 LBSP Extension Info.

From: Miller, Arthur J
Sent: Friday, April 26, 2013 12:07 PM
To: BPD Chief Price Chambers; CCPD Chief Johnny Vasquez; DCCD Ruth Ceniseros; DCSO Chief Deputy Quintanilla; DCSO Valerie Rubalcava; DRPD Capt Fred Knoll; DRPD Chief James V Debrow; DRPD Steve Webb; EPPD Lt Moises Pena; KCSO Chief Deputy Karl Chism; MCSO Chief Deputy Rick Fuentes; MCSO Ignacio Saucedo (grants); RCSO Chief Deputy Don Gass; Sheriff Buddy Burgess; Sheriff Charles Mendeke; Sheriff Eusevio Salinas; Sheriff James Brice; Sheriff Joe Frank Martinez; Sheriff Marion Boyd; Sheriff Pam Elliot; Sheriff Tom Schmerber; SWTJC Chief Robert Doucet; UCSO Chief Deputy Doug Postert; UPD Assistant Chief Mark Busbee; UPD Chief Robert MacDonald; VVSO Chief Deputy Bill Haynes; VVSO Chief Deputy Waylon Bullard; ZCCO Constable John Simpson; ZCSO Chief Deputy Ricardo Rios
Cc: Miller, Arthur J
Subject: FW: 2012 LBSP Extension Info.

An important message from OBS Grant Coordinator Brandy Prinz for those UC Members utilizing LBSP 2012 funding.

A J Miller, BLO
Del Rio J.O.I.C.
830-778-7837

From: Prinz, Brandy
Sent: Friday, April 26, 2013 9:55 AM
To: Miller, Arthur J; Garza, Ray; Campbell, Mike; Carter, Don; Jones, Richard Lee; Schook, Lloyd
Subject: 2012 Extension Info.

Please let ALL 2012 recipients know that I am revising ALL 2012 grant adjustment notices to read a ending date of **August 31, 2013.**

I will have these completed and sent out by May 1, 2013.

Have a good weekend,

Brandy

Brandy Prinz
Texas Department of Public Safety
Texas Rangers - Border Security Operations Center
Grant Coordinator, Local Border Star Program
Office: 512.424.7335
Blackberry: 512.924.0491
Fax: 512.424.7041
brandy.prinz@dps.texas.gov

AI-40364 **Constables 8. D.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Const. Pct #3 – LBSP (1284):
1. Authorization and approval to accept an extension for the 2013 Local Border Security Program (LBSP) grant through February 28, 2014.

BACKGROUND

Grant Number: LBSP 13-27

Award Amount: $40,000

Original Award Dates: 1/1/13 to 8/31/13

The Local Border Security Program Grant is awarded to the Hidalgo County Pct #3 Constables Office by the Texas Rangers Division of the Texas Department of Public Safety.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-293-080-3-xxx

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension only.

Attachments

GAN

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:38 PM
Obdett Calzada	Obdett Calzada	08/23/2013 04:52 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Rachel Cavazos Started On: 08/22/2013 03:45 PM

Final Approval Date: 08/23/2013

GRANT ADJUSTMENT NOTICE

TEXAS DEPARTMENT OF PUBLIC SAFETY/TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 13 (LBSP-13)
Funding Instrument:	General Appropriations Act, Rider 41, 82ND Legislature
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Grant Number:	LBSP-13-27
Recipient:	Hidalgo County Constable Pct 3
Amount of Grant:	$ 40,000.00 (Total Grant Amount)
Period of Grant:	**January 1, 2013 through February 28, 2014**
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☒ **Performance Period Date Change**
Grant Adjustment #:	Grant Number: LBSP-13-27 GAN #1

AGENCY APPROVAL
Kirby W. Dendy Chief, Texas Ranger Division
Date: 08/22/2013

AI-40374 **Constables 8. E.**

CC REGULAR

Meeting Date: 08/27/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Const. Pct #4 – LBSP (1284):
Approval to accept an extension for the 2012 Local Border Security Program (LBSP) grant through February 28, 2014.

BACKGROUND

Grant Number: LBSP 12-0042

Award Amount: $40,000

Original Award Dates: 7/6/12 to 1/31/13

The Local Border Security Program Grant is awarded to the Hidalgo County Pct #4 Constables Office by the Texas Rangers Division of the Texas Department of Public Safety.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 3-1284-421-00-294-080-2-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

No budgetary impact. Grant period extension only.

Attachments

GAN

Prinz email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:39 PM
Obdett Calzada	Obdett Calzada	08/23/2013 04:50 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Joel Rivera Started On: 08/23/2013 09:03 AM

Final Approval Date: 08/23/2013

GRANT ADJUSTMENT NOTICE

TEXAS DEPARTMENT OF PUBLIC SAFETY/TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 12 (LBSP-12)
Funding Instrument:	General Appropriations Act, Rider 41, 82ND Legislature
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Grant Number:	LBSP-12-0042
Recipient:	Hidalgo County Pct 4 Constable Department
Amount of Grant:	$ 40,000.00 (Total Grant Amount)
Period of Grant:	**July 6, 2012 through February 28, 2014**
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☒ **Performance Period Date Change**
Grant Adjustment #:	Grant Number: LBSP-12-0042 GAN #2

AGENCY APPROVAL
Kirby W. Dendy Chief, Texas Ranger Division
Date: 08/21/2013

Zimbra **joel.rivera@co.hidalgo.tx.us**

FW: 2012 LBSP Extension Info.

From : Linda Steinhagen <Linda.Steinhagen@dps.texas.gov> Mon, Aug 12, 2013 03:22 PM
Subject : FW: 2012 LBSP Extension Info.
To : 'Deborah Fischer' <deborah.fischer@auditor.co.hidalgo.tx.us>

From: Miller, Arthur J
Sent: Friday, April 26, 2013 12:07 PM
To: BPD Chief Price Chambers; CCPD Chief Johnny Vasquez; DCCD Ruth Ceniseros; DCSO Chief Deputy Quintanilla; DCSO Valerie Rubalcava; DRPD Capt Fred Knoll; DRPD Chief James V Debrow; DRPD Steve Webb; EPPD Lt Moises Pena; KCSO Chief Deputy Karl Chism; MCSO Chief Deputy Rick Fuentes; MCSO Ignacio Saucedo (grants); RCSO Chief Deputy Don Gass; Sheriff Buddy Burgess; Sheriff Charles Mendeke; Sheriff Eusevio Salinas; Sheriff James Brice; Sheriff Joe Frank Martinez; Sheriff Marion Boyd; Sheriff Pam Elliot; Sheriff Tom Schmerber; SWTJC Chief Robert Doucet; UCSO Chief Deputy Doug Postert; UPD Assistant Chief Mark Busbee; UPD Chief Robert MacDonald; VVSO Chief Deputy Bill Haynes; VVSO Chief Deputy Waylon Bullard; ZCCO Constable John Simpson; ZCSO Chief Deputy Ricardo Rios
Cc: Miller, Arthur J
Subject: FW: 2012 LBSP Extension Info.

An important message from OBS Grant Coordinator Brandy Prinz for those UC Members utilizing LBSP 2012 funding.

A J Miller, BLO
Del Rio J.O.I.C.
830-778-7837

From: Prinz, Brandy
Sent: Friday, April 26, 2013 9:55 AM
To: Miller, Arthur J; Garza, Ray; Campbell, Mike; Carter, Don; Jones, Richard Lee; Schook, Lloyd
Subject: 2012 Extension Info.

Please let ALL 2012 recipients know that I am revising ALL 2012 grant adjustment notices to read a ending date of **August 31, 2013.**

I will have these completed and sent out by May 1, 2013.

Have a good weekend,

Brandy

Brandy Prinz
Texas Department of Public Safety
Texas Rangers - Border Security Operations Center
Grant Coordinator, Local Border Star Program
Office: 512.424.7335
Blackberry: 512.924.0491
Fax: 512.424.7041
brandy.prinz@dps.texas.gov

AI-40377 **Constables 8. F.**

CC REGULAR

Meeting Date: 08/27/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Const. Pct #4 - LBSP (1284):
1. Authorization and approval to accept a grant amendment (additional funding) and to accept an extension for the 2013 Local Border Security Program (LBSP) grant through February 28, 2014.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2013 (LBSP-13)
4. Approval to appropriate additional funds from the LBSP FY13 grant award in the amount of $40,000. New total award of $80,000.00

BACKGROUND

Grant #: LBSP 13-26
Original Award Amount: $40,000
Original Award Dates: 01/01/2013 to 08/31/2013
Local Border Security Program Grant is awarded to Hidalgo County Constable Precinct 4 by the Texas Rangers Division of the Texas Department of Public Safety

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-294-080-3-xxx

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

BUDGETARY IMPACT:

Yes, additional increase of funding of $40,000. Expenses relating to Health Insurance, Life Insurance, retirement, unemployment compensation, and workers compensation assigned to the overtime hours are to be charged to the Constable Pct. 4 budget (Account #3-1284-421-00-294-080-3-xxx)

Attachments

GAN
LBSP FY13 A4
Appropriation
Certification of Revenue

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:39 PM
Obdett Calzada	Obdett Calzada	08/23/2013 04:50 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Joel Rivera Started On: 08/23/2013 10:25 AM

Final Approval Date: 08/23/2013

GRANT ADJUSTMENT NOTICE

TEXAS DEPARTMENT OF PUBLIC SAFETY/TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 13 (LBSP-13)
Funding Instrument:	General Appropriations Act, Rider 41, 82ND Legislature
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Grant Number:	LBSP-13-26
Recipient:	Hidalgo County Constable Pct 4
Amount of Grant:	$ 80,000.00 (Total Grant Amount)
Period of Grant:	**January 1, 2013 through February 28, 2014**
Type of Action	☒ Increase in Funds ☐ Decrease in Funds ☒ **Performance Period Date Change**
Grant Adjustment #:	Grant Number: LBSP-13-26 GAN #1

AGENCY APPROVAL
Kirby W. Dendy Chief, Texas Ranger Division
Date: 08/22/2013

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2013

2. APPLICANT NAME: Hidalgo County Constable Department Pct 4

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Total Salary & Fringe
Seargeant	1	$22.77	$34.15	7	2	$478.14	$36.58	$514.72
Sr Deputy	1	$22.17	$33.26	7	2	$465.57	$35.62	$501.19
Deputy	1	$19.48	$29.22	8	2	$467.52	$35.77	$503.29
Deputy	1	$18.82	$28.23	7.28	2	$411.03	$31.44	$442.47
Sr Deputy	3	$21.42	$32.13	8	2	$1,542.24	$117.98	$1,660.22
Dr Deputy	2	$22.95	$34.42	7	2	$963.86	$73.74	$1,037.59
Sr Deputy	1	$21.42	$32.13	7	2	$449.82	$34.41	$484.23
Sergeant Ste	1	$25.24	$37.86	7	2	$530.04	$40.55	$570.59
							Total Personnel Estimates	**$5,714.30**

b. Travel & Per Diem Estimate $5,308.22 $406.08

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

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage				$0.555	**$0.00**
Fuel Costs					
Other Costs					
			Total Operational Cost Estimate		**$0.00**

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 14

5. ARE YOU PAID MONTHLY OR BI-MONTHLY:

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

X _____

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$80,000.21
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	**$80,000.21**

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

Reimbursement ☐ ONE TIME Advance Payment Request ☐

Form A-4
(11/01)

DATE: August 23, 2013

2013
Appropriation

DEPARTMENT HEAD: J. E. "Eddie" Guerra

DEPARTMENT NAME: DBM for Constable Precinct 4

ACCOUNT NUMBER: 3-1284-421-00-294-080-3-XXX LBSP GRANT

Contact Person: Joel Rivera **Ph#** (956) 383-8560 Ext 4302

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
3-1284-421-00-294-080-3-131	CONST PCT 4 LBSP GRANT	OVERTIME	$41,415.00
3-1284-421-00-294-080-3-220	CONST PCT 4 LBSP GRANT	FICA	$3,113.80
3-1284-421-00-294-080-3-581	CONST PCT 4 LBSP GRANT	TRAVEL IN COUNTY	($4,528.80)
3-1284-334-10-294-080-3-000	CONST PCT 4 LBSP	REVENUES	$40,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**$40,000.00**

REASON: TO APPROPRIATE THE FY-13 LBSP PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT 4 OFFICE BY THE TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS RANGER DIVISION FOR OVERTIME EXPENDITURES. GRANT PERIOD EFFECTIVE 01/01/2013 TO 02/14/2014. (GRANT AWARD NO. LBSP13-26)

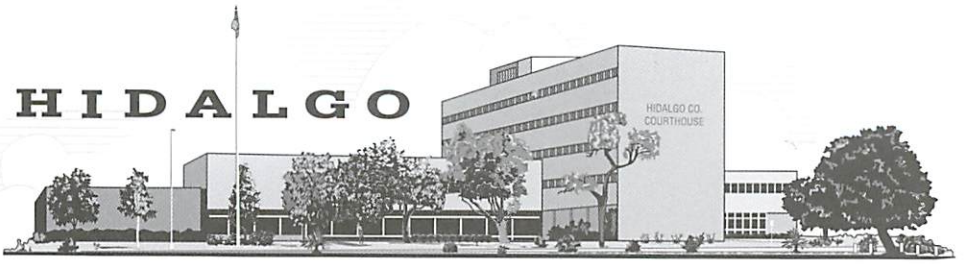
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 23, 2013

HIDALGO COUNTY
BUDGET OFFICE
2013 AUG 26 PM 1 36

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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 Ranger Division - Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$40,000.00	Award No. LBSP-13-26 (Constable Pct. 4)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/13
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-40156 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to process the following AT&T invoice as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Account Number:	Billing Date:	Amount:
512-151-5019-861-4	8-1-2013	$6,379.10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-531

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

BUDGETARY IMPACT:

Funding available as of 8-22-13

Attachments

AT&T Invoice Dated 8-1-2013

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/12/2013 02:40 PM
Budget & Management	Obdett Calzada	08/14/2013 02:06 PM
Manuel Chapa	Manuel Chapa	08/22/2013 10:48 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Virginia Rodriguez Started On: 08/12/2013 11:40 AM

Final Approval Date: 08/23/2013

COUNTY OF HIDALGO
DETENTION CTR
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 512 151 5019 861 4
Billing Date Aug 1, 2013

Web Site att.com

at&t

Bill-At-A-Glance

Previous Bill	12,757.80
Payment Received 7-26	6,378.70CR
Adjustments	.00
Past Due - Please Pay Immediately	6,379.10
Current Charges	6,379.10
Total Amount Due	**$12,758.20**
Current Charges Due in Full by	Aug 26, 2013

Plans and Services

Monthly Service - Aug 1 thru Aug 31
Charges for 512 151-5019

1. Monthly Charges	6,346.90
Surcharges and Other Fees	
2. Municipal right-of-way Fee	32.20
Taxes	
3. Federal	.00
4. State and Local	.00
Total Taxes	.00
Total Plans and Services	6,379.10

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	6,379.10
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		6,379.10

PO #11C0
Invoice Received By:
on: 8-0913
Good/Services Received By:
on: 8-31
100-423-21-280-002-0 831

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $12,758.20. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

AT&T PRIVACY POLICY
AT&T is updating its privacy policy. We are making important changes to the way we use the information we collect, and to your choices about that use. Please visit att.com/privacy to view the updated privacy policy and to learn more about our commitments, privacy safeguards and customer choices.

DO NOT CALL
If your business makes outbound telephone solicitations, you must comply with National Do-Not-Call laws and regulations (47 C.F.R. 64.1200 and 16 C.F.R. 310) and any applicable state laws.

News You Can Use Summary

- PREVENT DISCONNECT
- AT&T PRIVACY POLICY
- 900 # INFORMATION
- LONG DIST. PROVIDERS
- DO NOT CALL
- RELAY TEXAS

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Aug 26, 2013 $12,758.20

Amount After **Aug 28, 2013** **$12,758.20**

at&t

Past Due Charges - $6,379.10 - Please Pay Immediately
Billing Date Aug 1, 2013
Date Mailed Aug 8, 2013

Account Number **512 151-5019 861 4**
Please include your account number on your check

COUNTY OF HIDALGO
DETENTION CTR
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 105414
ATLANTA GA 30348-5414

9765 51215150198614 6000000000000 15201000000637910000012758 20

AI-40216 **District Clerk 10. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

Discussion, consideration and approval of an updated District Court Records Technology Fund Plan - Preservation and Archive Fee in the amount of $10 per applicable filing, in accordance with Subchapter D, Chapter 51, Texas Government Code, Section 51.305 and HB 1513

BACKGROUND

HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records. The new legislation provides for a fee not to exceed $10 to be imposed for filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county. The district clerk under a county that adopts a fee under this section is required to prepare an annual written plan for the preservation and restoration of district court records archive, attached for the commission's review.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1235-341-10-090-000-0-000

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

BUDGETARY IMPACT:

Attachments

2013 Archives Preservation and Restoration Plan

HB 1513

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 03:52 PM
Glinda Pacheco	Glinda Pacheco	08/22/2013 11:18 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Ricardo Contreras Started On: 08/14/2013 04:36 PM

Final Approval Date: 08/23/2013

Hidalgo County District Clerk Office

District Court Records Archive Preservation & Restoration Plan
Texas Government Code § 51.305
Update: August 14, 2013

Executive Summary

HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records. The new legislation provides for a fee not to exceed $10 to be imposed for filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county.

The purpose of this document is to provide a plan for the deterioration, restoration and preservation, digital capture, storage, retention and management of archived court documents maintained by the district clerk. This plan is a work in progress and will be updated as new products and procedures evolve.

The district clerk office is committed to complying with guidelines issued by the Texas State Library and Archives Commission Offices and those set forth by this plan (refer to the Texas State Library & Archives Commission, Local Government Bulletin B at: http://www.tsl.state.tx.us/slrm/recordspubs/lgbullb.html).

Government Code § 51.305 defines the above mentioned as followed:

- Court document – refers to any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.
- Deterioration – refers to any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.
- Preservation – refers to any process that:
    - suspends or reduces the deterioration of a court document; or
    - provides public access to a court document in a manner that reduces the risk of deterioration.
- Restoration – refers to any process that permits the visual enhancement of a court document, including making the document more legible.

Current state and inventory of Records Archive

Historically, district clerk office records have not been preserved, imaged or destroyed as per State record standards and procedures. As recent as 2005, scanning equipment was procured and utilized for imaging documents. Since 2007, during the new administration, huge efforts and progress has been made in procuring additional tools and equipment to ensure all documents filed are imaged in “real time.” The challenge, however, lies in the imaging, restoration and preservation of the estimated 20,000 boxes of documents housed in an authorized storage facility in McAllen, Texas. Records include record books and

cases which consist of civil, family and criminal matters. This inventory includes cases of a historical nature and value.

Goal

Our long-term goal for the utilization of these funds is a *District Clerk Office Records Warehouse*. Currently, all files are retained with a third party vendor and cost to the county is relatively high. With these funds and other related funds, we aim to procure a warehouse facility, personnel, equipment, and supplies so we can maintain compliance with Texas State Library and Archive Rules. In addition, funds from Government Code § 51.305 would be used for future development of the archival process.

Short-term goals consist of the imaging and archiving of all documents, regardless of type, as efficiently as possible. This also pertains to the historical hand-written records, which through preservation, will suspend their deterioration as well as improving their public access.

By transitioning to digitized/electronic format we foresee:

- Easier access to court records by electronic means
- Cost and space savings (ie. purchase of paper and its storage)

Scope

The scope of this document includes the following:

- All district clerk records filed
- Plans to capture records electronically to improve public access
- Plans to restore and preserve records with significant historical value
- Future plans are to improve public and governmental access

This document addresses the restoration and preservation needs of the district clerk records archive only. No other departments are addressed

Restoration & Preservation Plan

Our current policy and procedure requires all new cases and filed documents to be scanned on “real time.” The district clerk office proposes as a part of this plan to hire additional support staff (scanning clerks) and procure additional equipment (scanners) to address the documents/cases prior to 2005 that have yet to be imaged.
The proposed procedure is as follows:

- Active case documents are scanned into the Judicial Case Management System for Record Storage and retrieval convenience.
- Old or disposed case files will be requested from storage
- Once received, files will be placed in the designated scanning room/area
- All scanning clerks will verify event entries in the Judicial Case Management System prior to scanning documents
- Once scanned, the file is returned to our storage facility and filed/indexed by case number
- All cases deemed obsolete in accordance with the retention schedule issued by the Texas State Library and Archive Commission will be destroyed (shredded)

Note: According to the Texas State Library and Archive Rules there are some exceptions from destruction such as criminal judgments or docket sheets (with defendant's finger prints) which are permanently retained.

The district clerk office may consider awarding bids to an outside vendor to restore and preserve all records with significant historical value. The restoration process will ensure legibility of these public documents for future generations.

Expenditures may include but are not limited to:

- All necessary computer hardware and peripherals,
- Computer software,
- Computer and peripheral repair as well as technical support
- Service provider and other outsourcing services.
- Support staff salaries
- Data storage supplies
- Award bids in accordance to county policy

H.B. No. 1513

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $10 [~~$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county

as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $10 [~~$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031,

Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec.

22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than

1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $10 [~~$5~~];

(8) for issuing a subpoena, including one copy (Sec.

51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code)

. . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or

constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or

associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215)..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216)..... not more than $10 [~~$5~~]

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217)..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025)..... not more than $10 [~~$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation

process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this

section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041,

Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec.

22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec.

51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs

(Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition,

writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order,

pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government

Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215)..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216)..... not more than $5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217)..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025)..... not more than $5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019.

A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

President of the Senate

Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

AI-39944 **Health & Human Services Dept. 11. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Dairen Sarmiento **Submitted By:** Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of Business Associate Agreement between South Texas Health System and Hidalgo County Health and Human Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Agreement

legal approval

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	08/01/2013 09:17 AM
Budget & Management	Obdett Calzada	08/01/2013 10:40 AM
Manuel Chapa	Manuel Chapa	08/22/2013 10:31 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Perla Lopez Started On: 07/29/2013 03:33 PM

Final Approval Date: 08/23/2013

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") effective as of August 27, 2013 ("Effective Date") is entered into by and between Hidalgo County Health & Human Services ("Business Associate") and **South Texas Health System** ("Covered Entity").

RECITALS

The purpose of this Agreement is to enable the parties to comply with the applicable requirements of HIPAA, the HIPAA Regulations and the HITECH Act (defined below) that involve Protected Health Information ("PHI") (including but not limited to Electronic Protected Health Information ("ePHI")) that is accessed, maintained, transmitted, used or disclosed by Business Associate (and/or any agent or Subcontractor of Business Associate that creates, receives, maintains or transmit PHI on behalf of Business Associate or Covered Entity) in connection with services performed on behalf of Covered Entity pursuant to any oral or written agreement(s) for the provision of services to Covered Entity that has been or may be entered into ("Services Agreement").

NOW THEREFORE, the parties agree as follows.

DEFINITIONS

Terms used, but not defined below, shall have the meaning as set forth in HIPAA, the HIPAA Regulations, HITECH provisions of the American Recovery and Reinvestment Act of 2009 ("Stimulus Act"), Title XIII and related regulations.

"Administrative Safeguards" means safeguards consisting of administrative actions, policies and procedures designed to protect the privacy of PHI from intentional or unintentional use or disclosure in violation of HIPAA and other legal requirements, and to manage the selection, development, implementation, and maintenance of security measures to protect Electronic PHI, as well as managing the conduct of the workforce relating to the protection of that information.

"Availability" means the property that data or information is accessible and useable upon demand by an authorized person, as set forth at 45 C.F.R. § 164.304.

"Breach" means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. For the purposes of reporting to the Covered Entity under this Agreement, Business Associate shall presume that any unauthorized acquisition, access, use or disclosure of PHI is a "Breach." A Breach excludes:

(i) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of the Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and such information is not further acquired, accessed, used or disclosed in a manner not permitted under HIPAA, the HIPAA Regulations, or HITECH;

(ii) Any inadvertent disclosure by a person who is authorized to access PHI at a facility operated by Covered Entity or Business Associate to another person authorized to access PHI at the same facility, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under HIPAA, the HIPAA Regulations, or HITECH; or

(iii) A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

"Breach Notification Regulations" means the rules set forth primarily at set forth primarily at 45 C.F.R. Part 164, Subpart D.

"Business Associate" means the entity so designated in the preamble to this Agreement.

"Confidentiality" means the property that data or information is not made available or disclosed to unauthorized persons or processes, as set forth at 45 C.F.R. § 164.304.

"Covered Entities" or **"Covered Entity"** means the entity or entities as designated in the preamble to this Agreement.

"Days" means a calendar day unless a provision specifies "business days."

"Discovery" or **"Discovery of a Breach"** means that Business Associate, or an employee, officer or agent of Business Associate, has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.

"Electronic Protected Health Information," "Electronic PHI." or **"ePHI"** means PHI in electronic form. All references to "Protected Health Information" or "PHI" in this Agreement include ePHI.

"Encrypted" or "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth at 45 C.F.R. § 164.304.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 Pub. L. No. 104-191.

"HIPAA Regulations" means the Privacy Regulations, the Security Regulations, the Breach Notification Regulations and such other applicable regulations set forth in 45 C.F.R. Parts 160 and 164.

"HITECH" or **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act privacy and security provisions of the Stimulus Act and implementing regulations.

"Identifiers" means the identifiers listed in the HIPAA Privacy Rule at 45 C.F.R. Section 164.514(b)(2), which include, among other identifiers: name, address, zip code, all elements of dates other than the year that directly relating to an individual (such as birthdate, admission date, discharge date, date of death), telephone numbers, email address, fax numbers, social security numbers, medical record numbers, vehicle identifiers, license numbers, and all other identifiers of an individual, or of the individual's relatives, employers, or household members described in Section 164.514(b)(2).

"Individual" means the person who is the subject of PHI and shall include a person who qualifies as a personal representative under 45 C.F.R. Section 164.502(g).

"Integrity" means the property that data or information have not been altered or destroyed in an unauthorized manner, and that data from one system is consistently and accurately transferred to other systems, as set forth at 45 C.F.R. § 164.304.

"Physical Safeguards" means safeguards consisting of physical measures, policies, and procedures to protect electronic information systems and related buildings and equipment, from natural and environmental hazards and unauthorized intrusion.

"Protected Health Information" or **"PHI"** means individually identifiable health information created or received by Business Associate from or on behalf of a Covered Entity that relates to the past, present, or future physical or mental health or condition of an Individual, the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual, as set forth at 45 C.F.R. § 160.103. PHI can be oral, written, electronic, or recorded in any other form. All references to "Protected Health Information" or "PHI" in this Agreement include Electronic Protected Health Information (ePHI).

"Privacy Regulations" means the rules set forth primarily at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

"Required by Law" means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law, as set forth at 45 C.F.R. § 164.103. Required by Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of

participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

"Secretary" or **"HHS Secretary"** means the Secretary of the Department of Health and Human Services ("HHS").

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as set forth at 45 C.F.R. § 164.304. The term "Security Incident" is very broad and includes attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

"Security Measures" relates to the means (process and technology) by which a Covered Entity and/or Business Associate protect the privacy and security of information, as set forth at 45 C.F.R. § 164.304. Security Measures keep information secured, and decrease the means of tampering, destruction, or inappropriate access. Security encompasses all of the administrative, physical, and technical safeguards in an information system.

"Security Regulations" means the rules set forth primarily at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

"Subcontractor" means a person or entity to whom the Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of the Business Associate, whether by written agreement or otherwise.

"Technical Safeguards" means safeguards consisting of technology and the policy and procedures for the use of the technology that protect ePHI and control access.

"Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued under section 13402(h)(2) of HITECH on the HHS Web site.

1. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1.1 Business Associate agrees not to use or disclose PHI ("PHI") except as permitted or required by this Agreement or as Required by Law. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

1.2 Business Associate and its agents or Subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA, the HIPAA Regulations and HITECH.

1.3 Business Associate agrees to use appropriate safeguards and comply with the applicable requirements of the HIPAA Regulations, including 45 CFR Subpart C with respect to ePHI and Subpart E of 45 CFR with respect to PHI. This shall include, without limitation, using appropriate Security Measures and developing, implementing, maintaining and using appropriate and reasonable Administrative, Physical, and Technical Safeguards for the privacy and security of PHI to insure the Integrity, Confidentiality and Availability of, and to prevent non-permitted uses and disclosures of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate further acknowledges and agrees that pursuant to HITECH it will implement and document its Security Measures and will comply with 45 C.F.R. sections 164.306 (Security Standards), 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.314 (Organizational Safeguards), and 164.316 (Policy and Procedures and documentation requirements), and all other applicable requirements of HIPAA, the HIPAA Regulations, HITECH and other applicable privacy and security laws. Business Associate agrees to adopt the technology and methodology standards provided in guidance issued by the HHS Secretary pursuant to HITECH.

1.4 Business Associate agrees to take prompt action to correct any deficiencies and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an access, use, disclosure, modification or destruction of PHI by Business Associate, its agents or Subcontractors, if any, in violation of the requirements of this Agreement.

1.5 Business Associate agrees to promptly notify Covered Entity within forty-eight (48) hours of any access, use, disclosure, modification or destruction of PHI not provided for by this Agreement or that is in violation of the requirements of this Agreement, and to provide Covered Entity or its designee such information as may be reasonably requested by Covered Entity to investigate the violation. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. If Business Associate has been requested orally or in writing by law enforcement officials that notification of affected Individuals of a Breach may impede a criminal investigation, Business Associate shall so inform Covered Entity.

1.6 Business Associate further agrees to provide a report in writing to Covered Entity within ten (10) days of, and to cooperate with Covered Entity in investigating and resolving, any of the following as they relate to PHI under this Agreement:

(i) Any unauthorized access, use, disclosure, modification or destruction of PHI of which Business Associate becomes aware;

(ii) Any Security Incident of which Business Associate becomes aware;

(iii) The receipt of a request from an Individual (or their authorized personal representative) for access to, amendment to, an accounting of disclosures of, a copy or electronic copy of, or a restriction on the use or disclosure of PHI; or

(iv) Any Breach or potential Breach of Unsecured PHI of which Business Associate becomes aware. In such event, Business Associate will document its investigation and provide such additional information as may reasonably be requested to enable Covered Entity to determine the extent to which the PHI has been compromised. Notice to affected Individuals will be made by or at the direction of Covered Entity at Business Associate's expense.

The written report from Business Associate required by this Section shall set forth the following:

(i) A brief description of what happened, including the date of any unauthorized access, use, disclosure, modification or destruction, and, if known, the date of Discovery, the number of individuals affected, the time period involved, and the nature and extent of any harm resulting from the violation;

(ii) A description of the type(s) of PHI and Identifiers involved (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, and other types of information were involved);

(iii) Information regarding whether and to what extent the PHI was Unsecured PHI, Encrypted, or was rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued under section 13402(h)(2) of HITECH on the HHS Web site;

(iv) A description of the manner in which the PHI could be identified or, if known, how and whether the PHI could be re-identified;

(v) To the extent possible, the name of each Individual whose PHI has been, or is reasonably believed to have been accessed, used, disclosed, modified or destroyed;

(vi) To the extent possible, the name of the unauthorized person and entity who used the PHI or to whom the disclosure was made;

(vii) To the extent possible, whether the unauthorized person or entity is another covered entity, business associate, employee of Business Associate, Subcontractor or entity affiliated with Business Associate;

(viii) Whether any opportunity existed for an unauthorized person to acquire, view, transfer or otherwise compromise the PHI;

(ix) Whether the PHI was actually acquired, viewed, transferred or otherwise compromised by an unauthorized person;

(x) Any steps Individuals should take to protect themselves from potential harm resulting from the unauthorized access, use, disclosure, modification or destruction of PHI; and

(xi) A description of what the Business Associate is doing to investigate, mitigate harm to Individuals, and protect against any further unauthorized access, use, disclosure, modification or destruction of PHI.

1.7 Business Associate agrees that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate or Covered Entity will enter into in an enforceable written HIPAA-compliant business associate agreement requiring that the Subcontractor:

(a) agrees to comply with the HIPAA Privacy Regulations, HIPAA Security Regulations, HITECH law, and other applicable laws and regulations related to privacy and security of PHI, including ePHI;

(b) agrees to the same restrictions, reporting and contracting obligations, and conditions that apply in this Agreement to Business Associate with respect to PHI including, by way of example and without limitation, that the Subcontractor develop, implement, maintain and use appropriate and reasonable Security Measures and Administrative, Physical, and Technical Safeguards for the privacy and security of PHI to insure the Integrity, Confidentiality and Availability of, and prevent non-permitted access, use, disclosure, modification or destruction of PHI, including ePHI; that the Subcontractor enter into business associate agreements with its subcontractors that create, receive, maintain or transmit PHI on behalf of Subcontractor, Business Associate or Covered Entity; and that the Subcontractor adopt a HIPAA compliance program and policies and procedures.

If Business Associate becomes aware of a pattern of activity or practice of a Subcontractor that constitutes a material breach of their written business associate agreement, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract.

1.8 Business Associate agrees to provide access to and copies of PHI maintained in a Designated Record Set to Covered Entity or, when requested in writing by Covered Entity, to an Individual in order for Covered entity to meet the requirements of 45 C.F.R. §164.524. Business Associate shall provide access to and copies of PHI in a reasonable time, not to exceed fifteen (15) days (unless the parties reasonably agree otherwise in writing) and in a reasonable manner. If requested by Covered Entity or an Individual, Business Associate shall provide access to ePHI to Covered Entity or, when requested in writing by Covered Entity, to an Individual in the electronic form and format requested by Covered Entity or by the Individual, as applicable, if it is readily producible and, if not, in a readable electronic form and format as agreed by the Covered Entity or Individual, as applicable.

1.9 Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity available to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Regulations. Upon receipt of a request from the Secretary, Business Associate shall notify Covered Entity in writing unless such notification would be contrary to law.

1.10 Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity determines is required to enable Covered Entity to comply with 45 C.F.R. §164.526. Except for good cause shown in writing to Covered Entity, Business Associate shall act upon Covered Entity's request for an amendment within thirty (30) days of receipt Covered Entity's request.

1.11 Business Associate agrees to identify, track and document disclosures of PHI and other information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide the information collected to Covered Entity or to an Individual when requested by Covered Entity, in writing and not later than thirty (30) days after receiving a request under this

subsection, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Upon written request, Business Associate shall furnish to Covered Entity a copy of its policies or procedures that it has, and will maintain, that describe how it carries out its obligations under this subsection.

1.12 Business Associate agrees that if it has a legal obligation to disclose any PHI, it will notify Covered Entity as soon as reasonably practicable after it learns of such obligation, sufficiently in advance of the proposed release date such that the rights of Covered Entity and the Individual to whom the PHI relates would not be prejudiced. If Covered Entity or the Individual objects to the release of such PHI, Business Associate will allow Covered Entity and/or the Individual to exercise any legal rights or remedies Covered Entity and/or the Individual might have to object to the release of the PHI, and Business Associate agrees to provide such assistance as Covered Entity or the Individual may reasonably request in connection therewith.

2. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

2.1 General Use and Disclosure Provision. Business Associate agrees to use or disclose PHI only as permitted or required for the purpose of performing its obligations under the Services Agreement, provided such use or disclosure of PHI would not violate the HIPAA Regulations if done by Covered Entity, including the minimum necessary requirements in the HIPAA Regulations and Subpart E of 45 CFR Part 164, or violate the terms of this Agreement.

2.2 Specific Use and Disclosure Provisions:

(i) Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the Confidentiality of the information has been breached.

(ii) Only when specifically authorized by Covered Entity in writing separate from this Agreement or in accordance with a specific provision of the Services Agreement, Business Associate may use PHI: (a) to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); or (b) to create de-identified health information in accordance with 45 C.F.R. §164.514.

(iii) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

3. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices, prepared for compliance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.4 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be effective as of the Effective Date, and shall terminate after the exercise of any of the termination provisions set forth below and when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity and no copies of PHI are retained, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

4.2 Termination by Covered Entity. Covered Entity may immediately terminate this Agreement and any Services Agreement if Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may provide Business Associate with thirty (30) days written notice of the existence of an alleged material breach and afford Business Associate an opportunity to cure upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate must cure said breach to the satisfaction of the Covered Entity. Failure to cure in the manner set forth in this Section is grounds for the immediate termination of this Agreement and any Services Agreement. Nothing contained herein shall be deemed to require Covered Entity to terminate this Agreement if termination is not feasible.

4.3 Termination by Business Associate. If Business Associate makes the determination that a condition material to the performance of this Agreement has changed under any Services Agreement or this Agreement, or that Covered Entity has breached a material term of this Agreement, Business Associate may provide (30) days notice of its intention to terminate this Agreement and the Services Agreement. Business Associate agrees, however, to cooperate with Covered Entity find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as any Services Agreement is in effect.

4.4 Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the last Service Agreement in effect between the parties.

4.5 Effect of Termination. Upon any termination pursuant to this Section or otherwise, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. §164.504(e)(2)(ii)(J) if it is feasible to do so, and shall not retain any copies of the PHI. If return or destruction is not feasible, Business Associate will notify Covered Entity in writing, including: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI, and (ii) the specific reason(s) for such determination, which reason(s) must be agreed to by Covered Entity. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. Business Associate further agrees to recover any PHI in the possession of its Subcontractors or agents and to return or destroy the PHI as set forth in this Section; if infeasible, Business Associate must provide a written explanation to Covered Entity and require the Subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the Subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. INDEMNIFICATION

To the extent allowed by law, Business Associate shall indemnify, defend and hold harmless Covered Entity and its parent corporation, subsidiaries and related entities, their directors, officers, agents, servants, and employees (collectively "the Indemnitees") from and against all claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnitees and relating to or arising out of

any breach or alleged breach of the terms of this Agreement by Business Associate or any agent or Subcontractor of Business Associate.

6. NOTICE

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt of attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery service with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Except as otherwise herein provided notices shall be sent to the address below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity: _____

_____

_____

Attention: CEO

If to Business Associate: Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, TX 78542

7. MISCELLANEOUS

7.1 Regulatory References. A reference in this Agreement to a section in the Code of Federal Regulations ("C.F.R.") means the section as in effect as of the effective date of this Agreement, or as thereafter amended.

7.2 Independent Contractor. The parties to this Agreement are independent contractors in carrying out the duties and obligations of this Agreement. This Agreement is not intended, and shall not be construed, to create any relationship between the parties that would allow one party to exercise direction or control over the manner or method by which the other party performs services, duties or obligations under this Agreement.

7.3 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with legal requirements including, without limitation, the requirements of HIPAA, the HIPAA Regulations and the HITECH Act. Except as provided specifically herein, this Agreement may not be modified or amended except by an instrument in writing declared to be an amendment hereto and executed by both parties.

7.4 Survival. The respective rights and obligations of each party under Sections 1.4, 1.5, 1.6, 1.9, 4, and 5 of this Agreement shall survive the termination of this Agreement.

7.5 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA, the applicable HIPAA Regulations, the HITECH Act and related statutory provisions and regulations.

7.6 No Third Parties. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns. There are no third parties to this Agreement and nothing herein is intended for the benefit of a third person.

7.7 Coordination of Documents. In the event of a conflict between a provision of this Agreement and a provision of a Services Agreement, the provision of this Agreement shall control.

7.8 Choice of Law. This Agreement shall be governed and construed by applicable federal law and by the laws of the state where Covered Entity is physically located without regard to laws relating to choice of law or conflicts of law.

7.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties on this subject matter and supersedes all other proposals, understandings or agreements, whether written or oral, regarding the subject matter hereof, including any prior Business Associate Agreement.

7.10 Disputes. If any controversy, dispute, or claim arises between the parties with respect to this agreement, the parties shall make good faith efforts to resolve such matters informally.

7.11 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the statutes and regulations cited herein will be adequate or satisfactory for Business Associate's own purposes. Business associate is solely responsible for adequately safeguarding PHI in accordance with applicable law.

8. FURTHER ASSURANCES

The parties agree that from time to time they will amend the Agreement to account for changes in the applicable law or regulations including, without limitation, those arising out of the HITECH Act or other applicable acts and regulations subsequently promulgated and that, on and after the effective date of this Agreement, such then applicable provisions shall be incorporated by reference into the Agreement as written until such time as the parties may amend the Agreement to otherwise specifically provide for the subject matter of such provisions but in no case for a period longer than one year from the effective date of any such statutory or regulatory provision, during which time the parties shall negotiate further assurances in good faith.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the _____day of_____20____.

_____(BUSINESS ASSOCIATE)

By:_____

Name & Title: _____

Date:_____

_____ (COVERED ENTITY)

By:_____

Name & Title:_____

Date: _____

From: "Steve Crain" <scrain@atlashall.com>
To: "'Perla Lopez'" <perla.lopez@mail.hchd.org>
Subject: RE: Agreement - Review
Date: 8/8/2013 9:18:07 AM

At the beginning of numbered paragraph 5 add at the beginning of the paragraph : "To the extent allowed by law".

From: Perla Lopez [mailto:perla.lopez@mail.hchd.org]
Sent: Wednesday, August 07, 2013 9:06 AM
To: Steve Crain
Cc: Dairen Sarmiento
Subject: Agreement - Review

Mr. Crain,

Good morning. Hope you are doing well. Attached please find a Business Associate Agreement between South Texas Health System and Hidalgo County Health & Human Services. An agenda item has been created for CC approval on 8/13/13. Please review the agreement and provide feedback. Should you have any questions or concerns, please don't hesitate to contact me. Have a great day.

ThankYou,

Perla A. Lopez
Coordinator III
Hidalgo County - Health & Human Services
1304 S. 25th Avenue
Edinburg, TX 78542
perla.lopez@hchd.org
(956) 318-2011 ext. 7367

AI-40172 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec.121.006, requesting approval of the Full-Pay Schedule of Fees to be effective 09/01/13.

BACKGROUND

AI-35128 - 11/20/12 - Approval of fees
AI-37696 - 03/26/13 - Approval of fees
AI-38542 - 05/14/13 - Approval of fees

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** various

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

BUDGETARY IMPACT:

Various revenue accounts depending on program associated with public health services.

Attachments

Health and Safety Code
Schedule of Fees
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:26 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mike Escaname Started On: 08/13/2013 01:09 PM

Final Approval Date: 08/23/2013

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

Hidalgo County Health and Human Services Department

FULL PAY CLIENT'S PAYMENT SCHEDULE

(Effective Sept. 1, 2013)

HCHHSD Family Planning / Wellness Health Programs:

Family Planning / Wellness Intake (Female / Male) ----- (Vitals Only / No Lab)	$ -
Family Planning (Female / Male) & Wellness Health Physical Exam (Female / Male): (All appropriate labs included) ----------	$ 50.00
Family Planning for female age 25 and under----------	$ 25.00
Repeat / Follow Up Lab Fees (Female / Male):	
Pap Smear ----------	$ 35.00
CT / GC ----------	$ 35.00
RPR ----------	$ 5.00
HIV ----------	$ 10.00
Glucose Serum ----------	$ 5.00
Rubella ----------	$ 5.00
IUD Removal ----------	$ 20.00
Family Planning Supplies:	
Depo Provera (one injection) ----------	$ 30.00
Foam (one) ----------	$ -
Condoms (Only 24 every 3 months) ----------	$ -

Walk-In Services:

Pregnacy Test ----------	$ -
Newborn Screen ----------	$ 35.00
TB Skin Test (TST) (to include reading) ----------	$ 15.00
Copy of Record / Imm / IMMTRAC / TST Card --	$ 5.00
Flu Vaccine (Private) ----------	$ 15.00

Fees for Department purchased vaccines will be based on the purchase and administration charges.

PRENATAL (Non-Title V / Medicaid / CHIP):

Prenatal Intake (In-House Lab Only) ----------	$ 10.00
Prenatal Physical Exam:	
Pap Smear ----------	$ 25.00
CT / GC ----------	$ 35.00
Prenatal Panel (ABO/Type/Rubella/HepB/RPR) -	$ 30.00
HIV ----------	$ 10.00
QUAD ----------	$ 35.00
Glucose Serum ----------	$ 5.00
3 Hr. GTT ----------	$ 20.00
Prenatal Return Visit ----------	$ 10.00
Prenatal Supplies:	
Prenatal Vitamins ----------	$ -
Iron ----------	$ -

CHILD HEALTH (Non-Title V / Medicaid / CHIP):

Child Health Physical Exam (0 - 20 yrs) ----------	$ 30.00
Lead Screen ----------	$ 15.00

Note:
Immunizations & PPD are part of the CH PE as per the periodicity schedule / recommendations.

STD Program (For All Clinics as per STD Guidelines):

STD (OV/Intake (to include HIV & RPR) ----------	$ 10.00
STD PE (HIV, RPR & TX) ----------	$ 25.00
STD FU/Intake (RPR, HIV & Treatment ----------	$ 10.00

*** Note:** Fees for Family Planning, Prenatal & Child Health above are for clients that do not comply with program screening processes (Medicaid/CHIP/WHP). **In addition,** HCHHSD Family Planning (non-Medicaid/WHP) & Wellness Health and STD & Walk-in client (one-time service) are set fees as above.

CHARGES WILL BE COLLECTED PER ESTABLISHED GUIDELINES IN THE SCREENING, BILLING & CO-PAY MANUAL.

Monica,

As per Auditor's Office staff request, please **REPLACE** the item labeled as "***backup***" currently attached to **AI-40172 (Regular Agenda – 08/2713)** with the backup attached to this fax.

Note: This will replace the document you attached this morning to AI-40172.

Thanks,

Mike Escaname
Health Dept.

Summary of Revisions to Full-Pay Client Fees to be effective 09/01/2013.

Fee Description	Current Fee	Revised Fee
Family Planning / Wellness Intake (Female / Male) Vitals Only – No Lab (new service)	$ 0.00	$ 0.00
Newborn Screen	$15.00	$35.00
Prenatal Intake	$30.00	$10.00
Prenatal Pap Smear	$35.00	$25.00
RH (service no longer provided)	$ 5.00	$ 0.00
HIV	$ 0.00	$ 10.00
Prenatal Vitamins	$ 5.00	$ 0.00
Iron	$ 5.00	$ 0.00
Electrophorisis (service no longer provided)	$15.00	$ 0.00

AI-40214 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Mike Escaname,
HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

RLSS / LPHS (1293):

1. Requesting approval to accept the RLSS/LPHS RLSS/Local Public Health System grant contract #2014-001052-00 in the amount of $102,403.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the RLSS / LPHS contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Certification Regarding Professional Services Contractors Not Hiring Former or Retired State Agency Employees statement.
5. Requesting approval for County Judge to e-sign the Child Support Certification statement.
6. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
7. Requesting approval of the Certification of Revenue in the amount of $102,403.00.
8. Requesting approval of the budget appropriation in the amount of $102,403.00.
9. Requesting approval of the salary schedule.

T.B. Control -State (1293):

1. Requesting approval to accept the TB/PC-State Tuberculosis Prevention and Control grant contract #2014-001417-00 in the amount of $664,963.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the TB/PC-State contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of 664,963.00.
6. Requesting approval of the budget appropriation in the amount of $664,963.00 from state funds and in the amount of $169,218.00 from local match.
7. Requesting approval of the following personnel actions to be effective 09/01/2013:

Action	Slot No.	Position Title	Proposed Salary
Create	G011	Licenses Vocational Nurse III	$48,149.00
Create	G012	Clerk III	$26,014.00
Create	G013	TB Outreach Worker / Medical Assistant	$29,656.00

8. Requesting approval of the salary schedule.

T.B. Elimination- Federal (1293):

1. Requesting approval to accept the TB/PC-FED Tuberculosis Prevention and Control grant contract #2014-001400-00 in the amount of $279,480.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the TB/PC-Federal contract.

3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $279,480.00.
6. Requesting approval of the budget appropriation in the amount of $279,480.00 from federal funds and in the amount of $91,746.00 from local match.
7. Requesting approval of the salary schedule.

Immunization Branch (1293):

IMM/LOCALS Immunization Branch-Locals grant

1. Requesting approval to accept the IMM/LOCALS Immunization Branch-Locals grant contract #2014-000022-00 in the amount of $649,320.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the IMM/Locals grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $649,320.00.
6. Requesting approval of the budget appropriation in the amount of $649,320.00.

Immunization Program Income

1. Requesting approval of the Certification of Revenue in the amount of $125,000.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $125,000.00.
3. Requesting approval of the salary schedule.

CPS/HAZARDS-PHEP (1293):

1. Requesting approval to accept the CPS/HAZARDS Public Health Emergency Preparedness grant contract #2014-001134-00 in the amount of $587,198.00 for the period of 09/01/2013 to 08/31/2014.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS-PHEP grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $587,198.00.
6. Requesting approval of the budget appropriation in the amount of $587,198.00 from state funds and in the amount of $58,719.00 from local match.
7. Requesting approval of the salary schedule.

BACKGROUND

04/02/13 - AI-37830 - Request to renew RLSS / LPHS FY 14
04/02/13 - AI-37880 - Request to renew Immunization FY 14
04/30/13 - AI-38320 - Request to renew PHEP FY 14
07/09/13 - AI-39484 - Request to renew TB / State FY 14
07/09/13 - AI-39484 - Request to renew TB / Federal FY 14
07/23/13 - AI-39794 - Request to amend renewal of TB / Federal FY 14

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-006-4-XXX

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

BUDGETARY IMPACT:

RLSS /LPHS Grant Award = $102,403.00
No local match

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-008-4-XXX

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

BUDGETARY IMPACT:

TB State Grant Award = $664,963.00
Local Match = $169,218.00
Note: TB Program Income will be appropriated at a later date.

POSITIONS REFLECTED IN SALARY SCHEDULE ARE CORRECT. NO POSITIONS WERE ELIMINATED. SUFFICIENT FUNDS WILL BE IN PLACE TO COVER CURRENT AND NEW PROPOSED POSITIONS.

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-011-4-XXX

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

BUDGETARY IMPACT:

TB Federal Grant Award = $279,480.00
Local Match = $91,746.00
Note: This award is a partial amount. An amendment is forthcoming and will revise the total grant award to $428,212.00 with a local match of $107,871.00. (reference AI-39794 approved on 07/23/13)

POSITIONS REFLECTED IN SALARY SCHEDULE ARE CORRECT. NO POSITIONS WERE ELIMINATED. SUFFICIENT FUNDS WILL BE IN PLACE TO COVER ALL POSITIONS.

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-012-4-XXX

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

BUDGETARY IMPACT:

Immunization Grant Award = $649,320.00
Program Income = $125,000.00

POSITIONS REFLECTED IN SALARY SCHEDULE ARE CORRECT. NO POSITIONS WERE ELIMINATED. SUFFICIENT FUNDS WILL BE IN PLACE TO COVER ALL POSITIONS.

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-013-4-XXX

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

BUDGETARY IMPACT:

PHEP Grant Award = $587,198.00
Local Match = $ 58,720.00

POSITIONS REFLECTED IN SALARY SCHEDULE ARE CORRECT. SUFFICIENT FUNDS WILL BE IN PLACE TO COVER ALL POSITIONS.

Attachments

RLSS Contract
TB State Contract

TB Federal Contract
Immunization Contract
PHEP Contract
appropriations
job descriptions
PAR forms
Certification of Revenues
Salary Budget Schedules FY14
Salary Schedules

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 09:09 AM
Manuel Chapa	Manuel Chapa	08/15/2013 10:31 AM
Mike Escaname (Originator)	Mike Escaname	08/18/2013 09:51 AM
Sylvia Solis	Sylvia Solis	08/19/2013 08:18 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mike Escaname Started On: 08/14/2013 04:04 PM

Final Approval Date: 08/23/2013

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001052-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $102,403.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

• Developing objective(s) to address a public health issue;
• Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
• Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
• Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. “Service Area” of this contract.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

• Chapter 23-11 of the Healthy People 2010;
• Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
• Government Code, Section 403.1055, “Permanent Fund for Children and Public Health”.

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

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

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

BILLING INSTRUCTIONS:
Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	07/01/2014	08/31/2014	10/31/2014

16. Special Provisions

General Provisions, Section 1.03 Reporting Article, are revised to include the following paragraph:

Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2014-001052-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Certification Regarding Professional Services Contractors Not Hiring Former or Retired State Agency Employees, Child Support Certification, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176 037

20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number

E-mail Address

E-mail Address

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2014-001052-00
Proposal ID: RLHS-2014-Hidalgo -00038

Program ID: RLSS/LPHS
Procurement ID: GST-2012-Solicitation-00025
Procurement Name: RLHS GOLIVE LPHS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$61,587	$0	$0	$61,587
Fringe Benefits	$19,535	$0	$0	$19,535
Travel	$0	$0	$0	$0
Equipment	$0	$0	$0	$0
Supplies	$18,281	$0	$0	$18,281
Contractual	$0	$0	$0	$0
Other	$3,000	$0	$0	$3,000
Total Direct Costs	$102,403	$0	$0	$102,403
Indirect Costs	$0	$0	$0	$0
Totals:	**$102,403**	**$0**	**$0**	**$102,403**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: %
Calculated Match Percentage: 0.00%
Required Match Amount: $0
Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds: $0
Other State Agency Funds: $0
Local Funding Sources: $0
Other Funds: $0
Total Projected Non DSHS Funding: $0

Navigation Links

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2014-001052-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Certification Regarding Professional Services Contractors Not Hiring Former or Retired State Agency Employees			
	Child Support Certification			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	Exhibit A		Medina, Elma-Contractor	

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING PROFESSIONAL SERVICES CONTRACTORS NOT HIRING FORMER OR RETIRED STATE AGENCY EMPLOYEES

Organization Name: Hidalgo County
Contract Number: 2014-001052-00

Government Code Sec. 2252.901. CONTRACTS WITH FORMER OR RETIRED AGENCY EMPLOYEES. A state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm, or other business entity that the employee worked on while employed by the agency.

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The corporation, firm, or business entity does employ a former or retired employee of a State of Texas agency who left employment with the agency within the past year but this former or retired employee does not perform services on projects for the corporation, firm, or business entity that the employee worked on while employed by the agency.
2. The corporation, firm, or business entity does not employ and has no plans to employ a former or retired employee of a State of Texas agency within one year of the employee's leaving the agency to perform services on projects for the corporation, firm, or business entity that the employee worked on while employed by the agency.
3. The individual, or sole proprietorship, or partnership is not a former employee of a State of Texas agency and within one year of leaving the agency.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Certification Regarding Professional Services Contractors Not Hiring Former or Retired State Agency Employees			
	Child Support Certification			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	Exhibit A		Medina, Elma-Contractor 7/16/2013 4:54:06 PM	

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CHILD SUPPORT CERTIFICATION

Organization Name: Hidalgo County
Contract Number: 2014-001052-00

The Texas Family Code §231.006, places certain restriction on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified above is not a governmental entity or a nonprofit corporation.

The contractor certifies the following is a complete list of the names and social security numbers of either the individual or sole proprietor who is the contractor or each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Name:	Social Security Number:

CHECK GLOBAL ERRORS

Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is in-accurate. A child support abligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

○ Applicable ◉ Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176 037		MailCode	037
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
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	Child Support Certification			
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	Signature Page			
	General Provisions			

EXHIBIT A

Organization Name: Hidalgo County

Hidalgo County

Contract Number: 2014-001052-00

Program ID: RLSS/LPHS

Contract Term: 9/1/2013 - 8/31/2014

Program Name: RLSS/Local Public Health System-PnP

EXHIBIT A

FY 2014 Request for Local Public Health Services Funds
Project Service Delivery Plan

Texas Department of State Health Services

Local Health Department: Hidalgo County
Contract Term: September 1, 2013 through August 31, 2014

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.
1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds
EPHS #3) Inform, educate, and empower people about health status.
EPHS #8) Assure a competent public health and personal health care workforce.

OBJECTIVE(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)

1.1 During FY 14, the HCHHSD will empower the community to emprove their health status by being actively involved in providing health education in promoting wellness and disease prevention.
2.2 During FY 14, the HCHHSD will assure a competent public health and personal health care workforce.

PERFORMANCE MEASURE: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.
1.1 During FY 14, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.
2.2 During FY 14, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

ACTIVITIES List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.
1.1.1 The Public Health Technician I (PHT I) will develop health, wellness, & disease prevention educational programs (power points, video's, DVD's) for community presentations.
1.1.2 The PHT I will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.

2.2.1 The PHS, Educator & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.
2.2.2 The PHS, Educator & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.
2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.

3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.
3.3.2 The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.
3.3.3 The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).

EVALUATION and IMPROVEMENT PLAN List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.
1.1.1 The Director of Nursing (DON) will monitor & evaluate educational programs presented to the community thru post-presentation participant evaluations.
1.1.2 The DON & Assistant Director of Nursing (ADON) will monitor & evaluate the training programs thru professional staff post-training evaluations.
2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.
2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.

3.3.1 The DON and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly.
3.3.2 The DON and ADON and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.

3.3.3. The DON and ADON will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis

DELIVERABLE Describe the tangible evidence that the activity was completed.
1.1.1. The DON & Public Health Specialist (PHS) will maintain a library of all developed educational materials and will secure & keep on file the monthly activity reports.
1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.

2.2.1 &2.2.2 Monthly schedules of daily activities will be maintained and kept on file by the PHS. Monthly and quarterly reports will be compiled on activities conducted; and, surveys and questionnaires will be utilized to measure effectiveness and future planning in all activities.
2.2.3 – The monthly schedules of daily activities will be maintained & kept on file by the PHS.

3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel will be secured and kept on file at the Department's Central Office by the DON & Administrative Secretary.
3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists will be kept on file by the DON. The department Staff Development Plan will be kept current by the DON; and made accessible to all clinic personnel.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001417-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $664,963.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-STATE Tuberculosis Prevention and Control-State

7. Statement of Work:

A. PROVISION OF SERVICES:

Contractor shall develop and provide basic services and associated activities for tuberculosis (TB) prevention and control, and expanded outreach services to individuals of identified special populations (as directed by DSHS) who have TB and/or who are at high risk of developing TB.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall provide these services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2008-final.doc;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf;
- DSHS' TB Policy and Procedures Manual, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) at http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452(08)70243-3;
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm;
- Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children at http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf;
- Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents at http://www.cdc.gov/mmwr/pdf/rr/rr58e324.pdf; and
- Updated Guidelines on Managing Drug Interactions in the Treatment of HIV-Related Tuberculosis at http://www.cdc.gov/tb/publications/guidelines/TB_HIV_Drugs/default.htm.

Contractor shall comply with all applicable federal and state regulations and statues, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B;
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;

• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

All references to TB cases or suspected TB cases refer to active TB disease unless otherwise stated. All references to latent TB infection (LTBI) refer to the condition where infection has occurred but there has not been progression to active TB disease.

Contractor shall monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates. On a monthly basis, the Contractor shall perform a count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS and reconcile the quantities by product and lot number found by this direct count with the quantities by product and lot number listed in the electronic inventory management system furnished by DSHS. All these tasks shall be performed by the Contractor using the database and procedures designated by DSHS.

Contractor shall perform all activities under this Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff's working on activities under this contract are made aware of the change(s).

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors, as directed by DSHS.

Contractor shall provide a match of no less than 20% of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1.Food;
2.Incentives;
3.Entertainment; or
4.Sectarian worship, instruction, or proselytization.

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

B. REPORTING:

Due to the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of the Program Attachment, required reporting under this Program Attachment will

show results for work performed under previous Program Attachments.

Contractor shall provide a complete and accurate annual narrative report covering the period from January to December 2013 (inclusive), in the format provided by DSHS, demonstrating compliance with the requirements of the program attachments in place during that time period. The report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed in the applicable Program Attachments. The narrative report is due February 14, 2014, and shall be sent to the Department of State Health Services, Tuberculosis Services Branch, Mail Code 1873, 4110 Guadalupe, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512)371-4675, or e-mail to TBContractReporting@dshs.state.tx.us. See Programmatic Reporting Requirements sectino for required reports. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification.

Updates to initial DSHS Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30) calendar days from when a change in information in a required reporting field occurs to DSHS at 4110 Guadalupe, Mail Code 1873, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS Report of Contacts Form (TB-340 and TB-341).

New follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of ninety (90) days, 120 days, and two (2) years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Program Attachment. Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine and report annually the number of persons which receive at least one (1) TB service including but not limited to tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

Contractor shall evaluate and monitor Class B immigrants and when needed place them on appropriate prophylaxis for successful completion of treatment. Immigrant notifications shall be obtained through the Electronic Disease Notification (EDN) system. The TB Follow-up Worksheet in EDN shall be completed for all immigrants whose notification was obtained through EDN.

Contractor shall evaluate refugees and other at-risk clients referred by the Refugee Health Program for further clinical evaluation and when needed place those refugees on appropriate prophylaxis and monitor them for successful completion of treatment. The TB Worksheet in EDN shall be completed on refugees and other at-risk clients who are reported through EDN.

PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT). If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;

*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97.4%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the reporting schedule provided in Section 1, B herein. If fewer than 80% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93.2% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 81.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by

DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 65%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 89.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

12. All reporting to DSHS shall be completed as described in Section I, B-Reporting and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 14, 2014, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00061

FY14 TB State

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Report	Annually	January 1, 2013	December 31, 2013	February 14, 2014

16. Special Provisions

General Provisions, Article III. Funding, Section 3.06 Nonsupplanting, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, Article XIII. General Terms, Section 13.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document) 2014-001417-00
b. General Provisions Subrecipient General Provisions
c. Attachments Budgets
d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Hidalgo County
Vendor Identification Number: 17460007176

20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2014-001417-00
Proposal ID: DCPS-2014-Hidalgo -00019

Program ID: TB/PC-STATE
Procurement ID: GST-2012-Solicitation-00061
Procurement Name: FY14 TB State

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$427,954	$129,046	$0	$557,000
Fringe Benefits	$133,222	$40,172	$0	$173,394
Travel	$61,715	$0	$0	$61,715
Equipment	$0	$0	$0	$0
Supplies	$36,572	$0	$0	$36,572
Contractual	$0	$0	$0	$0
Other	$5,500	$0	$0	$5,500
Total Direct Costs	$664,963	$169,218	$0	$834,181
Indirect Costs	$0	$0	$0	$0
Totals:	**$664,963**	**$169,218**	**$0**	**$834,181**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: 20.00%
Calculated Match Percentage: 25.45%
Required Match Amount: $132,993
Calculated Match Amount: $169,218

Source of Cash Match Funds

Personnel & Fringe

18 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds: $0
Other State Agency Funds: $0
Local Funding Sources: $0
Other Funds: $0
Total Projected Non DSHS Funding: $0

Navigation Links

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2014-001417-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	Exhibit A			

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
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	General Provisions			
	Contract Print			
	Exhibit A			

EXHIBIT A

Organization Name: Hidalgo County

Hidalgo County

Hidalgo County

Contract Number:

Program ID:

Contract Term: -

Program Name:

Tuberculosis Work Plan

UNIT A

Program Stewardship and Accountability

Contractor General Requirement A-1

Implement a comprehensive Tuberculosis (TB) Prevention and Control Program. Activities under this requirement shall be conducted in accordance with the Department of State Health Services (DSHS) Standards of Performance for the Prevention and Control of Tuberculosis.

Activities:
• Maintain current policies in compliance with the DSHS Standards of Performance for the Prevention and Control of Tuberculosis (TB) and have them available to Contractor's staff.
• Administer activities that include the following core components.
A. Conduct overall planning and policy
B. Manage TB cases and suspects
C. Manage contacts to known or suspected cases of tuberculosis
D. Manage patients on treatment for latent TB infection (LTBI)
E. Conduct surveillance to identify unreported individuals with suspected or confirmed TB
F. Reporting to DSHS
G. Implement infection control procedures
H. Maintain a competent workforce
I. Conduct continuing quality improvement activities to maintain a robust TB program infrastructure

Contractor General Requirement A-2

Demonstrate fiduciary responsibility in administering program funds

Activities:
• Provide a match of no less than 20% of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
Contractor shall not use DSHS funds or matching funds (including in-kind
Contributions) for:
1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.
• Provide TB services to cases, suspects, contacts, refugees and class B immigrants regardless of their ability to pay for services.
• Lapse no more than 5% of total funded amount of the contract.
1. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
2. Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.

UNIT B

Conduct Overall Planning and Policy

Contractor General Requirement B-1
Develop policies to cover the following topics: administration of the program; training; reporting practices and surveillance; program evaluation; laboratory testing for mycobacteria; case finding, and management; treatment of persons with TB disease and latent TB infection; contact investigations; targeted testing for latent TB infection; and standard responses to foreseeable adverse situations (e.g., uncooperative patients, outbreaks, and multidrug-resistant TB).

Activities:
• Develop written policies and procedures covering the aforementioned topics. Policies and procedures shall be written and available to staff responsible for TB prevention and control activities.
• Review written policies and procedures at least once every three years and revise as appropriate to conform to state recommendations and best practices.
• Maintain a written list of community resources that can assist TB patients with food, shelter, social services, and other medical services.
• Develop procedures to coordinate TB care with other socio/medical conditions. If the patient does not already have a primary medical provider or medical home, the program should facilitate establishment of a medical home as appropriate.

UNIT C

Manage Tuberculosis Cases and Suspects

Contractor General Requirements C-1

Provide services to evaluate, treat and monitor patients with suspected or confirmed tuberculosis disease. The goal of TB patient management is to initiate treatment promptly and ensure completion of effective therapy to cure illness, reduce transmission and prevent the development of drug resistant TB.

Activities:
• Conduct a complete medical evaluation on all patients suspected of having TB disease. A complete medical evaluation and assessment for TB includes medical history (symptoms, prior TB treatment, risk factors for TB, and history of exposure); physical examination; Mantoux tuberculin skin test (TST) or interferon-gamma release assay (IGRA) (e.g., QuantiFERON-Gold test); chest x-ray; and appropriate bacteriologic (smear, culture, drug susceptibility) and/or histologic examinations. If a patient is reported to the health department with laboratory culture results indicating the presence of Mycobacterium tuberculosis complex, a TST result would not change the diagnosis and may be waived.
• Complete the informed consent form and place in the patient's medical record.
• For patients whose TB care will be shared by both a private medical provider and a local health department, develop a written document signed by both parties that describes the specific roles and responsibilities of each provider.
• Utilize interpreter services to facilitate patient and provider communication as it relates to limited English proficient (LEP) clients.
• Sputum Collection
1. Educate patients about collection of sputum and packaging for mailing, if the patient will mail in specimens. Education shall be given prior to collection. The health care worker shall observe the collection of at least the initial sputum obtained by the health department and document the observation of this collection in the medical record.
2. For patients who are able to produce natural or induced sputum:
a. Obtain three sputum specimens, 8 to 24 hours apart, prior to or at the initiation of therapy for the determination of smear and culture. At least one of the samples should be collected early in the morning. Ship specimens according to laboratory guidelines.
b. Collect at least every two weeks, three sputum specimens (of which at least one should be collected early in the morning) for the determination of smears only until three consecutive smears are negative.
c. Collect monthly, at least one sputum specimen for the determination of culture until all specimens collected for 2 consecutive months are culture negative. Monthly sputum must be collected from patients with isolates resistant to both isoniazid and rifampin and all other MDR TB cases throughout the treatment course.
d. Collect at least one further sputum collection at completion of therapy, if possible.
• HIV Screening
1. Perform HIV screening for all persons with newly diagnosed or suspected TB disease unless the patient has HIV positive documentation or has documented negative HIV test result from a specimen collected within the last 14 days.
2. Present HIV testing to the patient in the same manner as information about other routine tests. The patient may decline to be tested for HIV, but should be educated about the importance of knowledge about their HIV status to the medical management of their TB disease.
3. Report newly positive HIV test results to the appropriate local or health service regional public health HIV/STD program. The patient shall be informed of newly positive HIV test results in person by a health care worker who is trained in post-test counseling. For patients with TB disease who are also infected with HIV, a CD4 count should be obtained.
• Place a surgical mask on patients with symptoms of pulmonary, pleural, or laryngeal TB that arrive at the local health department for services or place patients in an airborne infection isolation area at each clinic visit until the patient has met the following three (3) criteria for non-infectiousness and the patient has negligible likelihood of multidrug-resistant TB (no known exposure to multidrug-resistant TB and no history of prior episodes of TB with poor compliance during treatment):
1. Received standard multidrug anti-tuberculosis treatment by directly observed therapy (DOT) for two weeks;
2. Has demonstrated clinical or radiographic improvement; and
3. Has three consecutive negative sputum smear results collected 8 to 24 hours apart with at least one specimen being collected early in the morning. If sputum culture results become negative before the smear results, then three consecutive negative culture results satisfy the criteria for non-infectiousness.

• Place infectious patients in home isolation if the following criteria are met:
1. A specific plan exists for follow-up care with the local TB-control program;
2. The patient has been started on a standard multidrug antituberculosis treatment regimen, and DOT has been arranged;
3. No infants or children aged less than 4 years or persons with immunocompromising conditions are present in the household;
4. All immunocompetent household members have been previously exposed to the patient; and
5. The patient is willing to refrain from travel outside of the home except for health-care-associated visits until the patient has three consecutive negative sputum smear results.
• Order a complete bacteriologic work up, including drug susceptibility tests for isoniazid, rifampin and ethambutol on initial isolates. Extended drug susceptibility testing shall be performed on all isolates with resistance to any first line agent in accordance to TB Drug Resistant policy TB 4002. Assure that at least one specimen from cases with a positive culture is sent to the DSHS Austin lab for genotyping.
• Obtain for all adult patients, baseline laboratory tests for aspartate aminotransferase (AST), alanine aminotransferase (ALT), bilirubin, alkaline phosphatase, serum creatinine, and a complete blood count including platelets must be performed prior to starting treatment. All patients with a history of liver disease, symptoms of liver disease, baseline liver function tests above the upper limit of normal, or risk factors for liver disease should receive screening for viral or other causes of hepatitis. Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis for additional monitoring of liver function test results.
• Develop and initiate a complete treatment and case management plan according to ATS/CDC/IDSA guidelines and recommendations of DSHS. Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis, Management of TB Suspects and Cases
• Provide DOT to all cases and suspects until the recommended course of therapy is completed. Directly observed therapy is the standard of care in Texas.
• Obtain consultation from a DSHS recognized expert physician consultant within three days of laboratory notification for all TB cases whose Mycobacterium tuberculosis organisms are resistant to isoniazid and/or rifampin or shows a resistance to any drug on the drug susceptibility panel in accordance to TB 4002 policy. Provide written documentation the consultation occurred and the consultant's recommendations were followed or a justification for deviations from the advice of the consultant shall be maintained in the patient's record and a copy of the consult must be sent to the DSHS Tuberculosis Services Branch within twenty-four hours.
• Obtain consultation from a recognized expert physician for cases with HIV infection or cases less than 15 years of age.
• Obtain consultation from a recognized expert physician to resume treatment after interruptions of more than 2 weeks in the initiation phase of therapy or more than 2 months in the continuation phase. A list of recognized expert physician consultants is available from the DSHS Tuberculosis Services Branch.
• Prepare and present a written control order (order to implement measures) at the beginning of treatment to all persons with suspected or confirmed tuberculosis disease.
• Provide treatment to all TB cases and suspects without consideration of ability to pay.
• Provide initial and ongoing education to the patient regarding the epidemiology, transmission and pathogenesis of TB; means to decrease transmission; need to complete therapy; rationale for directly observed therapy and contact investigation; confidentiality of patient information, common adverse drug reactions and drug interactions of TB medications; responsibility of patient to discuss symptoms of adverse drug reactions with the nurse case manager or physician when they occur; and signs and symptoms associated with disease relapse.

Contractor General Requirements C-2

Initiate a contact investigation on persons with possible or confirmed pulmonary, pleural or laryngeal TB disease.

Activities:
• Initiate a contact investigation for suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease within three (3) days of report or notification. Contact investigations should not be delayed pending laboratory results in congregate settings or where there is some indication that children younger than five, persons who are HIV-infected or persons who are otherwise immunocompromised may be among the contacts. A contact investigation may be halted or not initiated if a nucleic acid amplification test performed by CDC recommended protocol or another rapid laboratory test is negative for Mycobacterium tuberculosis complex.
• Use the Contact Investigation Worksheet (Form # EF12-12062) during patient's interview to assign priority status to contacts identified.
• Assign priority status prior to initiating contact investigations based on the infectiousness of the presenting suspect or case and data obtained from the Contact Investigation Worksheet:
1. (First priority – persons with acid-fast bacilli (AFB) sputum smear positive or with cavitary TB) Identify and test all high and medium priority contacts.
2. (Second priority – persons with suspected or confirmed pulmonary/pleural TB, AFB sputum smear negative and an abnormal chest radiograph consistent with TB disease) Identify and test all high and medium priority contacts.
3. (Third priority – all other cases and suspects) Identify and test contacts that are living in the household, aged less than 5 years, have a medical risk factor, or were exposed during an unprotected medical procedure (such as bronchoscopy, sputum induction or autopsy).
a. Negative test results of contacts with the most exposure to extrapulmonary cases confirms that there has been no transmission due to pulmonary involvement.
b. Testing of contacts with the most exposure to cases aged less than 5 years may identify the source of the child's infection or other associates that may have been infected by that source case.

Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis for detailed steps in a contact investigation.

UNIT D

Manage Contacts to Known or Suspected Cases of Tuberculosis

Contractor General Requirements D-1

Provide services to evaluate, treat, and monitor contacts to suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease. The goal of contact management is to evaluate promptly, initiate treatment when indicated, and ensure completion of effective therapy to prevent progression to tuberculosis disease.

Activities:
• Find exposed persons who are more likely to be infected or to become ill with TB disease. Increased length or frequency of exposure as well as the relative infectiousness of the presenting TB case increase the probability of infection.
• Complete an initial interview including education, testing and evaluation of contacts within three weeks of the report of the suspect to the local health department.
• Prioritize all contact investigations as documented in the DSHS Standards of Performance for the Prevention and Control of Tuberculosis, Section 4 and noted in C-2.
• Interview all contacts to obtain their relevant medical history (including specific questions about the symptoms of TB disease, previous positive tuberculin reaction and/or previous treatment for TB).
• Administer and read a tuberculin skin test (TST), or administer an interferon-gamma release assay (IGRA). If reactive, perform a chest radiograph. If an abnormality is noted on the chest radiograph, collect sputum or another specimen for examination.
• Provide window prophylaxis, if there are no contraindications to treatment, to the following contacts if they are asymptomatic and have a negative TB screening result on the initial IGRA or TST:
1. Children less than five years of age;
2. Persons with documented HIV-positive results; or
3. Persons with other immunosuppressed conditions.
• Administer the second TB screening test on the aforementioned contacts within 8-10 weeks of the initial test. If the screening result is negative, discontinue treatment. Contacts that are HIV-infected will need a chest radiograph if the initial screening result is negative. As recommended by the treating physician, individuals who are HIV infected may need the results of the analysis of smears, cultures or other rapid diagnostic procedures on appropriate specimens to differentiate between LTBI and active TB disease.
• Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis, Section 4 for detailed information regarding the management of contacts.

UNIT E

Manage Patients on Treatment for Latent TB Infection

Contractor General Requirements E-1

Provide treatment services for at-risk persons diagnosed with latent TB infection.

Activities:
• Evaluate at-risk candidates for TB. At-risk candidates may include contacts, refugees, class B immigrants, discharged inmates or other high risk populations in which TB is prevalent.
• Contacts to a person known or suspected to have TB should receive a chest radiograph regardless of their ability to pay. A health history containing at least as much information as the TB-202 Tuberculosis Health Assessment/History must be documented in the patient's medical record.
• Complete the informed consent form for treatment and place in the patient's medical record. The consent form should be in the patient's preferred language or the medical record must document the use of an interpreter to read the consent form to the patient before signing.
• Complete the TB Worksheet in the Electronic Disease Notification System for all class B immigrants and refugee notifications.
• If treatment for LTBI is not started within three (3) months of the chest x-ray showing no abnormalities indicative of TB or the patient begins to exhibit symptoms suggestive of TB, a new chest x-ray or other diagnostic procedures should be performed and evaluated prior to the start of therapy for LTBI.
• A repeat chest radiograph should be done prior to taking the first dose of medication if therapy for LTBI is not started within one month for persons at high risk of progressing to TB disease including those < 1 year of age, those co-infected with HIV, or those receiving immunosuppressive therapy to ensure that TB disease has not developed in the interim.
• Order baseline laboratory testing if risk factors for potential adverse drug reactions are identified.
• Provide DOT to all contacts diagnosed with LTBI who are placed on a DSHS-approved short course regimen.
• Provide DOT to all contacts diagnosed with LTBI who are less than five years of age or HIV positive or live in the same residence as a case receiving directly observed therapy. Directly observed therapy for LTBI may be provided to other high-risk persons as resources allow.
• Document on the appropriate DSHS reporting form when patient has completed treatment or stopped medication. Document the reason medication was stopped if patient did not complete treatment.
• Provide treatment for LTBI without consideration of the patient's ability to pay.
• Provide initial and ongoing education to the patient regarding the epidemiology, transmission, and pathogenesis of TB; need to complete therapy; confidentiality of patient information; rationale for directly observed therapy; common adverse drug reactions and drug interactions of TB medications; responsibility of the patient to discuss symptoms of adverse drug reactions with the nurse case manager or physician when they occur; and signs and symptoms associated with progression to TB disease. Instruct the patient to contact the TB program nurse or physician for a diagnostic evaluation if symptoms of TB disease occur at any time in the future.

UNIT F

Conduct Surveillance to Identify Unreported Individuals with Suspected or Confirmed Tuberculosis

Contractor General Requirement F-1
Develop and maintain a surveillance mechanism for early identification and reporting of TB.

Activities:
• Identify specific community and health care organizations in which at-risk populations are likely to receive services.
• Provide education and training to community based and health care organizations to increase awareness about TB to include TB transmission, disease presentation, community-specific epidemiology of TB and reporting requirements.
• Incorporate TB in existing surveillance mechanisms. If one does not exist, develop an active surveillance system that promotes routine TB reporting.
• Evaluate surveillance mechanisms to enhance TB reporting processes.
• Perform daily searches in DSHS reporting database for documents needing review for unreported laboratory confirmed cases submitted through the electronic laboratory reporting (ELR) system.
• Cross match report of verified cases of TB (RVCT) with TB GIMS data

UNIT G

Reporting

Contractor General Requirement G-1

In accordance with reporting requirements, submit all reports by established deadlines using the Public Health Information Network (PHIN).

Activities:
• Report 100% of all TB cases (ATS classification 3) using a DSHS approved form, the minimum required case criteria within seven (7) days of notification to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. Refer to the Case Verification Report form for initial reporting case criteria at http://www.texastb.org. Submit an updated DSHS Tuberculosis Services Branch approved form whenever a change in information in a required reporting field occurs for all TB cases.
• Submit within fourteen (14) days of the initial case or suspect report, an initial report of contacts on forms TB-340 and TB-341 to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch except Houston Department of Health and Human Services. Follow-up information shall be submitted at intervals not exceeding 90 days, 120 days and 2 years.
• Submit 100% of all initial, follow up, and last positive Mycobacterium tuberculosis culture laboratory reports and drug susceptibilities as well as the first negative culture report after the last positive within seven (7) days of notification to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. (Note: for culture reports that originate from a DSHS laboratory or through the ELR, this requirement is automatically met. For culture reports not originating from a DSHS lab or ELR, a copy of the laboratory report must be submitted.)
• Document the dates of sputum and culture conversion on a DSHS approved report form to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. Since sputum specimens may have culture results that fluctuate from positive to negative to positive over a period of time before true conversion occurs, the collection dates for the last positive sputum culture and the first consistently negative sputum culture must be separated by at least 7 days. The collection dates for the initial drug susceptibility test results must be no earlier than 7 days before the drug start date and no later than 7 days after the drug start date. The collection dates for the follow-up susceptibilities should be at least 30 days from the initial drug susceptibilities.
• Prepare the appropriate referral forms when a suspect, case, contact or persons with latent TB infection moves to another jurisdiction to ensure follow-up and continuity of care. Refer to http://www.texastb.org to access appropriate referral forms.
• Report 100% of all TB suspects (ATS classification 5) using a DSHS approved form within 7 days of disposition to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. See Suspect Verification Report Form for definition. Note: all suspects must be dispositioned no later than 90 days of initial report.
• If treatment of a TB case or suspect has stopped due to completion of adequate therapy, death, or failure to locate the patient after three solid attempts and/or 90 days have passed since the last dose, provide acceptable closure codes and the last date medication was given and submit to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch. In the event of a cross-contamination or misdiagnosis, provide documentation to justify change (e.g., amended lab report, doctor's note, consult, etc.). Note: all other cultures must be negative and positivity rate for contacts evaluated cannot be greater than 30%.
• Update all missing data reports on cases and contacts by DSHS suspense dates to meet national TB indicators (NTIP) objectives. Refer to http//www.texas.tb.org to download TB Suspense Date Schedule.
• Submit the monthly correctional TB screening reports within fifteen (15) working days of the following month to DSHS Tuberculosis Services Branch. Local health departments shall receive the monthly correctional TB screening reports from jails meeting Texas Health and Safety Code Chapter 89 Requirements within five (5) working days of the following month, review reports for accuracy and completion and provide guidance to jails as needed in completing the monthly reports.
• Complete and submit form TB-400 on all newly diagnosed drug resistant cases within five (5) days of notification to the DSHS Tuberculosis Services Branch. Submit an updated form TB-400 every ninety (90) days for all drug resistant cases until completion of treatment to DSHS Tuberculosis Services Branch.
• Submit within seventy-two (72) hours of notification any changes in case management, drug resistance patterns, or change of residence of all drug resistant TB cases to DSHS Tuberculosis Services Branch.
• Submit the required Annual Narrative Report, using the standardized format provided, to DSHS, Tuberculosis Services Branch at TBContractReporting@dshs.state.tx.us by February 14, 2014.
• Submit the completed Cohort Review Summary Report Form to DSHS Tuberculosis Services Branch in accordance with the Cohort Review Policy. Refer to the Cohort Review Policy for the cohort review presentation and submission schedule.

• Submit to the Health Service Region (HSR) in your jurisdiction, verified data on the number of persons with LTBI completing treatment in the LHD service area. The above named LHD will collaborate with the DSHS Health Service Region (HSR) TB program in its area to review completion data for LTBI for calendar year 2011. Additionally, preliminary data for calendar year 2012 shall be reviewed for completion of treatment. Upon verification by the HSR and LHD, the HSR will submit on behalf of the LHD, the data to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch. The following verified data reflecting the number of persons completing treatment for LTBI with a DSHS TB Services Branch approved treatment regimen will be included in the funding formula:
• contacts to a counted case in Texas, or
• high risk contact to a case counted in another state, or
• member of a special population, or as noted in the TB funding formula, or
• client of a DSHS-funded refugee resettlement program.

UNIT H

Implement Infection Control Procedures

Contractor General Requirements H-1

Utilize appropriate administrative, environmental, and respiratory controls to prevent exposure to and transmission of Mycobacterium tuberculosis

Activities:
• Develop a written infection control plan, which includes sections on administrative measures, environmental controls,personal respiratory protection, and procedures in accordance with the “Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings, 2005."
• Refer to Section 7 of DSHS Standards of Performance for the Prevention and Control of Tuberculosis for detailed instructions regarding administrative measures, environmental controls and respiratory protection.

UNIT I

Maintain a competent workforce

Contractor General Requirements I-1

Provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff.

Activities:
• Provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.
• Within 60 days of employment, all new employees shall receive 40 hours of TB training specific to their duties and responsibilities. Each year employees shall receive 16 hours of continuing education or training relevant to their position. The CDC’s “Self-Study Modules on Tuberculosis” shall be used in the initial training. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by the DSHS Tuberculosis Services Branch.
• Case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.
• Topics for training of personnel include:
a) Transmission and Pathogenesis of Tuberculosis;
b) Epidemiology of Tuberculosis;
c) Diagnosis of Tuberculosis Infection and Disease;
d) Treatment of Tuberculosis Infection and Disease;
e) Drug Interactions and Toxicity;
f) Contact Investigation for Tuberculosis;
g) Tuberculosis Surveillance and Case Management in Hospitals and Institutions;
h) Infectiousness and Infection Control;
i) Patient Adherence to Tuberculosis Control;
j) Interviewing, Investigating and Influencing Techniques;
k) Medical Record Keeping and Management;
l) Budgeting and Fiscal Management;
m) Operations Management;
n) Directly Observed Therapy;
o) TB Nurse Case Management Training;
p) Cultural Awareness;
q) Interpreter Utilization.
r) CDC Tuberculosis Surveillance Data Training; Report of Verified Case of Tuberculosis (RVCT)
s) TB Reporting; Report of Contacts TB-340 Instructions

• Notify DSHS Tuberculosis Services Branch of newly hired TB program managers, nurses and case registry staff within 30 days of hire.
• Newly hired TB program managers, nurses and case registry staff shall participate in the DSHS Tuberculosis Services Branch orientation within three months of hire.

• Provide TB education and training as resources allow to correctional facilities, community health care and social service providers who serve populations at high risk for TB.
• Document all community-provider TB training (including the hours, topics, dates and numbers of participants) make available upon request to the DSHS Tuberculosis Services Branch.

UNIT J

Conduct continuing quality improvement activities to maintain a robust TB infrastructure

Contractor General Requirements J-1
Assess program performance by determining rates of completion of therapy, contact identification and initiation and completion of treatment for latent TB infection.

Activities:
• Conduct quarterly cohort reviews in accordance with DSHS Tuberculosis Services Branch policy and procedures.
• Compare treatment completion rates and contact evaluation rates by cohort periods and years to assess program progress.
• Using the cohort review process, identify trends that support or create barriers to effective TB prevention and control activities.
• Prepare and submit the Cohort Review Summary Form to DSHS Tuberculosis Services Branch in accordance with the DSHS submission schedule documented in the Cohort Review Policy.
• Perform routine case management reviews and document findings. Conduct follow-up reviews to ensure recommendations are addressed.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001400-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $279,480.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

Contractor shall develop and provide: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified special populations who have TB and/or who are at high risk of developing TB.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall provide the services outlined above in compliance with the following:

• DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2008-final.doc;
• DSHS Standards for Public Health Clinic Services, available at http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf;
• DSHS TB Policy and Procedures Manual, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/;
• American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
• Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
• Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
• Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, available at http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
• Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;
• Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm;
• Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children at http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf;
• Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents at http://www.cdc.gov/mmwr/pdf/rr/rr58e324.pdf; and
• Updated Guidelines on Managing Drug Interactions in the Treatment of HIV-Related Tuberculosis at http://www.cdc.gov/tb/publications/guidelines/TB_HIV_Drugs/default.htm.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:
• Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;
• Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;
• Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

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

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

Due to the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Renewal Program Attachment, required reporting under this Renewal Program Attachment will show results for work performed under previous Renewal Program Attachments.

Contractor shall provide a complete and accurate annual narrative report, covering the period from January to December 2013 (inclusive), in the format provided by DSHS, demonstrating compliance with the requirements of this Renewal Program Attachments in place during that time period. That report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. The narrative report is due by February 14, 2014. A progress report of activities in January to May 2014 shall also be submitted in a format provided by DSHS. The Progress Report is due on July 15, 2014. These reports shall be sent to the Department of State Health Services, Tuberculosis Services Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512) 533-3167, and sent by e-mail to TBContractReporting@dshs.state.tx.us.

See Programmatic Reporting Requirements section for required reports.

Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification.

Updates to initial DSHS Report of Cases and Patient Services Forms (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30) days of when a change in information in a required reporting field occurs to DSHS at PO Box 149347, Mail Code 1939, Austin, Texas 78714-9347.

Contractor shall send an initial report to DSHS of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341).

New follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of ninety (90) days, 120 days, and two (2) years after the day the Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Renewal Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine and report annually the number of persons which receive at least one (1) TB service, including but not limited to: tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

Contractor shall monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates. On a monthly basis, the Contractor shall perform a count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS and reconcile the quantities by product and lot number found by the direct count with the quantities by product and lot number listed in the electronic inventory management system furnished by DSHS. All these tasks shall be performed by the Contractor using the designated database and the designated procedures.

Contractor shall evaluate and monitor Class B immigrants and when needed place them on appropriate prophylaxis for successful completion of treatment. Immigrant notifications shall be obtained through the Electronic Disease Notification (EDN) system. The TB Follow-up Worksheet in EDN shall be completed for all immigrants whose notification was obtained through EDN.

Contractor shall evaluate refugees and other at-risk clients referred by the Refugee Health Program for further clinical evaluation and when needed place those refugees on appropriate prophylaxis and monitor them for successful completion of treatment. The TB Worksheet in EDN shall be completed on refugees and other at-risk clients who are reported through EDN.

Performance Measures:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT). If data indicates a compliance rate for this Performance

Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 monthsshall complete therapy within 365 days or less;
*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are youngerthan 15 years with either miliary disease or a positive blood culture for TB.

If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97.4%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 45% then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein. If fewer than 80% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93.2% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 81.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 65%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 89.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

12. All reporting to DSHS shall be completed as described herein under Section I above and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 14, 2014, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00064 | FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Reprt	Triannual	January 1, 2013	December 31, 2013	February 14, 2014

16. Special Provisions

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Article III. FUNDING, Section 3.06, Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income, including income generated through Medicaid billings for TB related clinic services. Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS, Section 4.02 Billing Submission, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than January 31, 2014 for costs incurred between the services dates of September 1, 2013 and December 31, 2013.

General Provisions, ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS, Section 4.05 Financial Status Reports, is amended to include the following:

Contactor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2013 through December 31, 2013. Quarter two shall include January 1, 2014 through March 31, 2014. Quarter three shall include April 1, 2014 through June 30, 2014. Quarter four shall include July 1, 2014 through August 31, 2014. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, Article XIII. General Terms, Section 13.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract

Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document) 2014-001400-00
b. General Provisions Subrecipient General Provisions
c. Attachments Budgets
d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Hidalgo County
Vendor Identification Number: 17460007176

20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2014-001400-00
Proposal ID: DCPS-2014-Hidalgo -00012

Program ID: TB/PC-FED
Procurement ID: GST-2012-Solicitation-00064
Procurement Name: FY14 TB/FED

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$209,418	$69,383	$0	$278,801
Fringe Benefits	$67,495	$22,363	$0	$89,858
Travel	$0	$0	$0	$0
Equipment	$0	$0	$0	$0
Supplies	$2,567	$0	$0	$2,567
Contractual	$0	$0	$0	$0
Other	$0	$0	$0	$0
Total Direct Costs	$279,480	$91,746	$0	$371,226
Indirect Costs		$0	$0	$0
Totals:	**$279,480**	**$91,746**	**$0**	**$371,226**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: 20.00%
Calculated Match Percentage: 32.83%
Required Match Amount: $55,896
Calculated Match Amount: $91,746

Source of Cash Match Funds

Personnel, Fringe

18 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds: $0
Other State Agency Funds: $0
Local Funding Sources: $0
Other Funds: $0
Total Projected Non DSHS Funding: $0

Navigation Links

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2014-001400-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	Exhibit A			

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
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EXHIBIT A

Organization Name: Hidalgo County

Hidalgo County

Hidalgo County

Contract Number:

Program ID:

Contract Term: -

Program Name:

Tuberculosis Work Plan

UNIT A

Program Stewardship and Accountability

Contractor General Requirement A-1

Implement a comprehensive Tuberculosis (TB) Prevention and Control Program. Activities under this requirement shall be conducted in accordance with the Department of State Health Services (DSHS) Standards of Performance for the Prevention and Control of Tuberculosis.

Activities:
• Maintain current policies in compliance with the DSHS Standards of Performance for the Prevention and Control of Tuberculosis (TB) and have them available to Contractor's staff.
• Administer activities that include the following core components.
A. Conduct overall planning and policy
B. Manage TB cases and suspects
C. Manage contacts to known or suspected cases of tuberculosis
D. Manage patients on treatment for latent TB infection (LTBI)
E. Conduct surveillance to identify unreported individuals with suspected or confirmed TB
F. Reporting to DSHS
G. Implement infection control procedures
H. Maintain a competent workforce
I. Conduct continuing quality improvement activities to maintain a robust TB program infrastructure

Contractor General Requirement A-2

Demonstrate fiduciary responsibility in administering program funds

Activities:
• Provide a match of no less than 20% of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
Contractor shall not use DSHS funds or matching funds (including in-kind
Contributions) for:
1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.
• Provide TB services to cases, suspects, contacts, refugees and class B immigrants regardless of their ability to pay for services.
• Lapse no more than 5% of total funded amount of the contract.
1. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
2. Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.

UNIT B

Conduct Overall Planning and Policy

Contractor General Requirement B-1
Develop policies to cover the following topics: administration of the program; training; reporting practices and surveillance; program evaluation; laboratory testing for mycobacteria; case finding, and management; treatment of persons with TB disease and latent TB infection; contact investigations; targeted testing for latent TB infection; and standard responses to foreseeable adverse situations (e.g., uncooperative patients, outbreaks, and multidrug-resistant TB).

Activities:
• Develop written policies and procedures covering the aforementioned topics. Policies and procedures shall be written and available to staff responsible for TB prevention and control activities.
• Review written policies and procedures at least once every three years and revise as appropriate to conform to state recommendations and best practices.
• Maintain a written list of community resources that can assist TB patients with food, shelter, social services, and other medical services.
• Develop procedures to coordinate TB care with other socio/medical conditions. If the patient does not already have a primary medical provider or medical home, the program should facilitate establishment of a medical home as appropriate.

UNIT C

Manage Tuberculosis Cases and Suspects

Contractor General Requirements C-1

Provide services to evaluate, treat and monitor patients with suspected or confirmed tuberculosis disease. The goal of TB patient management is to initiate treatment promptly and ensure completion of effective therapy to cure illness, reduce transmission and prevent the development of drug resistant TB.

Activities:
• Conduct a complete medical evaluation on all patients suspected of having TB disease. A complete medical evaluation and assessment for TB includes medical history (symptoms, prior TB treatment, risk factors for TB, and history of exposure); physical examination; Mantoux tuberculin skin test (TST) or interferon-gamma release assay (IGRA) (e.g., QuantiFERON-Gold test); chest x-ray; and appropriate bacteriologic (smear, culture, drug susceptibility) and/or histologic examinations. If a patient is reported to the health department with laboratory culture results indicating the presence of Mycobacterium tuberculosis complex, a TST result would not change the diagnosis and may be waived.
• Complete the informed consent form and place in the patient's medical record.
• For patients whose TB care will be shared by both a private medical provider and a local health department, develop a written document signed by both parties that describes the specific roles and responsibilities of each provider.
• Utilize interpreter services to facilitate patient and provider communication as it relates to limited English proficient (LEP) clients.
• Sputum Collection
1. Educate patients about collection of sputum and packaging for mailing, if the patient will mail in specimens. Education shall be given prior to collection. The health care worker shall observe the collection of at least the initial sputum obtained by the health department and document the observation of this collection in the medical record.
2. For patients who are able to produce natural or induced sputum:
a. Obtain three sputum specimens, 8 to 24 hours apart, prior to or at the initiation of therapy for the determination of smear and culture. At least one of the samples should be collected early in the morning. Ship specimens according to laboratory guidelines.
b. Collect at least every two weeks, three sputum specimens (of which at least one should be collected early in the morning) for the determination of smears only until three consecutive smears are negative.
c. Collect monthly, at least one sputum specimen for the determination of culture until all specimens collected for 2 consecutive months are culture negative. Monthly sputum must be collected from patients with isolates resistant to both isoniazid and rifampin and all other MDR TB cases throughout the treatment course.
d. Collect at least one further sputum collection at completion of therapy, if possible.
• HIV Screening
1. Perform HIV screening for all persons with newly diagnosed or suspected TB disease unless the patient has HIV positive documentation or has documented negative HIV test result from a specimen collected within the last 14 days.
2. Present HIV testing to the patient in the same manner as information about other routine tests. The patient may decline to be tested for HIV, but should be educated about the importance of knowledge about their HIV status to the medical management of their TB disease.
3. Report newly positive HIV test results to the appropriate local or health service regional public health HIV/STD program. The patient shall be informed of newly positive HIV test results in person by a health care worker who is trained in post-test counseling. For patients with TB disease who are also infected with HIV, a CD4 count should be obtained.
• Place a surgical mask on patients with symptoms of pulmonary, pleural, or laryngeal TB that arrive at the local health department for services or place patients in an airborne infection isolation area at each clinic visit until the patient has met the following three (3) criteria for non-infectiousness and the patient has negligible likelihood of multidrug-resistant TB (no known exposure to multidrug-resistant TB and no history of prior episodes of TB with poor compliance during treatment):
1. Received standard multidrug anti-tuberculosis treatment by directly observed therapy (DOT) for two weeks;
2. Has demonstrated clinical or radiographic improvement; and
3. Has three consecutive negative sputum smear results collected 8 to 24 hours apart with at least one specimen being collected early in the morning. If sputum culture results become negative before the smear results, then three consecutive negative culture results satisfy the criteria for non-infectiousness.

• Place infectious patients in home isolation if the following criteria are met:
1. A specific plan exists for follow-up care with the local TB-control program;
2. The patient has been started on a standard multidrug antituberculosis treatment regimen, and DOT has been arranged;
3. No infants or children aged less than 4 years or persons with immunocompromising conditions are present in the household;
4. All immunocompetent household members have been previously exposed to the patient; and
5. The patient is willing to refrain from travel outside of the home except for health-care-associated visits until the patient has three consecutive negative sputum smear results.
• Order a complete bacteriologic work up, including drug susceptibility tests for isoniazid, rifampin and ethambutol on initial isolates. Extended drug susceptibility testing shall be performed on all isolates with resistance to any first line agent in accordance to TB Drug Resistant policy TB 4002. Assure that at least one specimen from cases with a positive culture is sent to the DSHS Austin lab for genotyping.
• Obtain for all adult patients, baseline laboratory tests for aspartate aminotransferase (AST), alanine aminotransferase (ALT), bilirubin, alkaline phosphatase, serum creatinine, and a complete blood count including platelets must be performed prior to starting treatment. All patients with a history of liver disease, symptoms of liver disease, baseline liver function tests above the upper limit of normal, or risk factors for liver disease should receive screening for viral or other causes of hepatitis. Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis for additional monitoring of liver function test results.
• Develop and initiate a complete treatment and case management plan according to ATS/CDC/IDSA guidelines and recommendations of DSHS. Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis, Management of TB Suspects and Cases
• Provide DOT to all cases and suspects until the recommended course of therapy is completed. Directly observed therapy is the standard of care in Texas.
• Obtain consultation from a DSHS recognized expert physician consultant within three days of laboratory notification for all TB cases whose Mycobacterium tuberculosis organisms are resistant to isoniazid and/or rifampin or shows a resistance to any drug on the drug susceptibility panel in accordance to TB 4002 policy. Provide written documentation the consultation occurred and the consultant's recommendations were followed or a justification for deviations from the advice of the consultant shall be maintained in the patient's record and a copy of the consult must be sent to the DSHS Tuberculosis Services Branch within twenty-four hours.
• Obtain consultation from a recognized expert physician for cases with HIV infection or cases less than 15 years of age.
• Obtain consultation from a recognized expert physician to resume treatment after interruptions of more than 2 weeks in the initiation phase of therapy or more than 2 months in the continuation phase. A list of recognized expert physician consultants is available from the DSHS Tuberculosis Services Branch.
• Prepare and present a written control order (order to implement measures) at the beginning of treatment to all persons with suspected or confirmed tuberculosis disease.
• Provide treatment to all TB cases and suspects without consideration of ability to pay.
• Provide initial and ongoing education to the patient regarding the epidemiology, transmission and pathogenesis of TB; means to decrease transmission; need to complete therapy; rationale for directly observed therapy and contact investigation; confidentiality of patient information, common adverse drug reactions and drug interactions of TB medications; responsibility of patient to discuss symptoms of adverse drug reactions with the nurse case manager or physician when they occur; and signs and symptoms associated with disease relapse.

Contractor General Requirements C-2

Initiate a contact investigation on persons with possible or confirmed pulmonary, pleural or laryngeal TB disease.

Activities:
• Initiate a contact investigation for suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease within three (3) days of report or notification. Contact investigations should not be delayed pending laboratory results in congregate settings or where there is some indication that children younger than five, persons who are HIV-infected or persons who are otherwise immunocompromised may be among the contacts. A contact investigation may be halted or not initiated if a nucleic acid amplification test performed by CDC recommended protocol or another rapid laboratory test is negative for Mycobacterium tuberculosis complex.
• Use the Contact Investigation Worksheet (Form # EF12-12062) during patient's interview to assign priority status to contacts identified.
• Assign priority status prior to initiating contact investigations based on the infectiousness of the presenting suspect or case and data obtained from the Contact Investigation Worksheet:
1. (First priority – persons with acid-fast bacilli (AFB) sputum smear positive or with cavitary TB) Identify and test all high and medium priority contacts.
2. (Second priority – persons with suspected or confirmed pulmonary/pleural TB, AFB sputum smear negative and an abnormal chest radiograph consistent with TB disease) Identify and test all high and medium priority contacts.
3. (Third priority – all other cases and suspects) Identify and test contacts that are living in the household, aged less than 5 years, have a medical risk factor, or were exposed during an unprotected medical procedure (such as bronchoscopy, sputum induction or autopsy).
a. Negative test results of contacts with the most exposure to extrapulmonary cases confirms that there has been no transmission due to pulmonary involvement.
b. Testing of contacts with the most exposure to cases aged less than 5 years may identify the source of the child's infection or other associates that may have been infected by that source case.

Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis for detailed steps in a contact investigation.

UNIT D

Manage Contacts to Known or Suspected Cases of Tuberculosis

Contractor General Requirements D-1

Provide services to evaluate, treat, and monitor contacts to suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease. The goal of contact management is to evaluate promptly, initiate treatment when indicated, and ensure completion of effective therapy to prevent progression to tuberculosis disease.

Activities:
• Find exposed persons who are more likely to be infected or to become ill with TB disease. Increased length or frequency of exposure as well as the relative infectiousness of the presenting TB case increase the probability of infection.
• Complete an initial interview including education, testing and evaluation of contacts within three weeks of the report of the suspect to the local health department.
• Prioritize all contact investigations as documented in the DSHS Standards of Performance for the Prevention and Control of Tuberculosis, Section 4 and noted in C-2.
• Interview all contacts to obtain their relevant medical history (including specific questions about the symptoms of TB disease, previous positive tuberculin reaction and/or previous treatment for TB).
• Administer and read a tuberculin skin test (TST), or administer an interferon-gamma release assay (IGRA). If reactive, perform a chest radiograph. If an abnormality is noted on the chest radiograph, collect sputum or another specimen for examination.
• Provide window prophylaxis, if there are no contraindications to treatment, to the following contacts if they are asymptomatic and have a negative TB screening result on the initial IGRA or TST:
1. Children less than five years of age;
2. Persons with documented HIV-positive results; or
3. Persons with other immunosuppressed conditions.
• Administer the second TB screening test on the aforementioned contacts within 8-10 weeks of the initial test. If the screening result is negative, discontinue treatment. Contacts that are HIV-infected will need a chest radiograph if the initial screening result is negative. As recommended by the treating physician, individuals who are HIV infected may need the results of the analysis of smears, cultures or other rapid diagnostic procedures on appropriate specimens to differentiate between LTBI and active TB disease.
• Refer to DSHS Standards of Performance for the Prevention and Control of Tuberculosis, Section 4 for detailed information regarding the management of contacts.

UNIT E

Manage Patients on Treatment for Latent TB Infection

Contractor General Requirements E-1

Provide treatment services for at-risk persons diagnosed with latent TB infection.

Activities:
• Evaluate at-risk candidates for TB. At-risk candidates may include contacts, refugees, class B immigrants, discharged inmates or other high risk populations in which TB is prevalent.
• Contacts to a person known or suspected to have TB should receive a chest radiograph regardless of their ability to pay. A health history containing at least as much information as the TB-202 Tuberculosis Health Assessment/History must be documented in the patient's medical record.
• Complete the informed consent form for treatment and place in the patient's medical record. The consent form should be in the patient's preferred language or the medical record must document the use of an interpreter to read the consent form to the patient before signing.
• Complete the TB Worksheet in the Electronic Disease Notification System for all class B immigrants and refugee notifications.
• If treatment for LTBI is not started within three (3) months of the chest x-ray showing no abnormalities indicative of TB or the patient begins to exhibit symptoms suggestive of TB, a new chest x-ray or other diagnostic procedures should be performed and evaluated prior to the start of therapy for LTBI.
• A repeat chest radiograph should be done prior to taking the first dose of medication if therapy for LTBI is not started within one month for persons at high risk of progressing to TB disease including those < 1 year of age, those co-infected with HIV, or those receiving immunosuppressive therapy to ensure that TB disease has not developed in the interim.
• Order baseline laboratory testing if risk factors for potential adverse drug reactions are identified.
• Provide DOT to all contacts diagnosed with LTBI who are placed on a DSHS-approved short course regimen.
• Provide DOT to all contacts diagnosed with LTBI who are less than five years of age or HIV positive or live in the same residence as a case receiving directly observed therapy. Directly observed therapy for LTBI may be provided to other high-risk persons as resources allow.
• Document on the appropriate DSHS reporting form when patient has completed treatment or stopped medication. Document the reason medication was stopped if patient did not complete treatment.
• Provide treatment for LTBI without consideration of the patient's ability to pay.
• Provide initial and ongoing education to the patient regarding the epidemiology, transmission, and pathogenesis of TB; need to complete therapy; confidentiality of patient information; rationale for directly observed therapy; common adverse drug reactions and drug interactions of TB medications; responsibility of the patient to discuss symptoms of adverse drug reactions with the nurse case manager or physician when they occur; and signs and symptoms associated with progression to TB disease. Instruct the patient to contact the TB program nurse or physician for a diagnostic evaluation if symptoms of TB disease occur at any time in the future.

UNIT F

Conduct Surveillance to Identify Unreported Individuals with Suspected or Confirmed Tuberculosis

Contractor General Requirement F-1
Develop and maintain a surveillance mechanism for early identification and reporting of TB.

Activities:
• Identify specific community and health care organizations in which at-risk populations are likely to receive services.
• Provide education and training to community based and health care organizations to increase awareness about TB to include TB transmission, disease presentation, community-specific epidemiology of TB and reporting requirements.
• Incorporate TB in existing surveillance mechanisms. If one does not exist, develop an active surveillance system that promotes routine TB reporting.
• Evaluate surveillance mechanisms to enhance TB reporting processes.
• Perform daily searches in DSHS reporting database for documents needing review for unreported laboratory confirmed cases submitted through the electronic laboratory reporting (ELR) system.
• Cross match report of verified cases of TB (RVCT) with TB GIMS data

UNIT G

Reporting

Contractor General Requirement G-1

In accordance with reporting requirements, submit all reports by established deadlines using the Public Health Information Network (PHIN).

Activities:
• Report 100% of all TB cases (ATS classification 3) using a DSHS approved form, the minimum required case criteria within seven (7) days of notification to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. Refer to the Case Verification Report form for initial reporting case criteria at http://www.texastb.org. Submit an updated DSHS Tuberculosis Services Branch approved form whenever a change in information in a required reporting field occurs for all TB cases.
• Submit within fourteen (14) days of the initial case or suspect report, an initial report of contacts on forms TB-340 and TB-341 to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch except Houston Department of Health and Human Services. Follow-up information shall be submitted at intervals not exceeding 90 days, 120 days and 2 years.
• Submit 100% of all initial, follow up, and last positive Mycobacterium tuberculosis culture laboratory reports and drug susceptibilities as well as the first negative culture report after the last positive within seven (7) days of notification to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. (Note: for culture reports that originate from a DSHS laboratory or through the ELR, this requirement is automatically met. For culture reports not originating from a DSHS lab or ELR, a copy of the laboratory report must be submitted.)
• Document the dates of sputum and culture conversion on a DSHS approved report form to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. Since sputum specimens may have culture results that fluctuate from positive to negative to positive over a period of time before true conversion occurs, the collection dates for the last positive sputum culture and the first consistently negative sputum culture must be separated by at least 7 days. The collection dates for the initial drug susceptibility test results must be no earlier than 7 days before the drug start date and no later than 7 days after the drug start date. The collection dates for the follow-up susceptibilities should be at least 30 days from the initial drug susceptibilities.
• Prepare the appropriate referral forms when a suspect, case, contact or persons with latent TB infection moves to another jurisdiction to ensure follow-up and continuity of care. Refer to http://www.texastb.org to access appropriate referral forms.
• Report 100% of all TB suspects (ATS classification 5) using a DSHS approved form within 7 days of disposition to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. See Suspect Verification Report Form for definition. Note: all suspects must be dispositioned no later than 90 days of initial report.
• If treatment of a TB case or suspect has stopped due to completion of adequate therapy, death, or failure to locate the patient after three solid attempts and/or 90 days have passed since the last dose, provide acceptable closure codes and the last date medication was given and submit to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch. In the event of a cross-contamination or misdiagnosis, provide documentation to justify change (e.g., amended lab report, doctor's note, consult, etc.). Note: all other cultures must be negative and positivity rate for contacts evaluated cannot be greater than 30%.
• Update all missing data reports on cases and contacts by DSHS suspense dates to meet national TB indicators (NTIP) objectives. Refer to http//www.texas.tb.org to download TB Suspense Date Schedule.
• Submit the monthly correctional TB screening reports within fifteen (15) working days of the following month to DSHS Tuberculosis Services Branch. Local health departments shall receive the monthly correctional TB screening reports from jails meeting Texas Health and Safety Code Chapter 89 Requirements within five (5) working days of the following month, review reports for accuracy and completion and provide guidance to jails as needed in completing the monthly reports.
• Complete and submit form TB-400 on all newly diagnosed drug resistant cases within five (5) days of notification to the DSHS Tuberculosis Services Branch. Submit an updated form TB-400 every ninety (90) days for all drug resistant cases until completion of treatment to DSHS Tuberculosis Services Branch.
• Submit within seventy-two (72) hours of notification any changes in case management, drug resistance patterns, or change of residence of all drug resistant TB cases to DSHS Tuberculosis Services Branch.
• Submit the required Annual Narrative Report, using the standardized format provided, to DSHS, Tuberculosis Services Branch at TBContractReporting@dshs.state.tx.us by February 14, 2014.
• Submit the completed Cohort Review Summary Report Form to DSHS Tuberculosis Services Branch in accordance with the Cohort Review Policy. Refer to the Cohort Review Policy for the cohort review presentation and submission schedule.

• Submit to the Health Service Region (HSR) in your jurisdiction, verified data on the number of persons with LTBI completing treatment in the LHD service area. The above named LHD will collaborate with the DSHS Health Service Region (HSR) TB program in its area to review completion data for LTBI for calendar year 2011. Additionally, preliminary data for calendar year 2012 shall be reviewed for completion of treatment. Upon verification by the HSR and LHD, the HSR will submit on behalf of the LHD, the data to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch. The following verified data reflecting the number of persons completing treatment for LTBI with a DSHS TB Services Branch approved treatment regimen will be included in the funding formula:
• contacts to a counted case in Texas, or
• high risk contact to a case counted in another state, or
• member of a special population, or as noted in the TB funding formula, or
• client of a DSHS-funded refugee resettlement program.

UNIT H

Implement Infection Control Procedures

Contractor General Requirements H-1

Utilize appropriate administrative, environmental, and respiratory controls to prevent exposure to and transmission of Mycobacterium tuberculosis

Activities:
• Develop a written infection control plan, which includes sections on administrative measures, environmental controls,personal respiratory protection, and procedures in accordance with the “Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings, 2005."
• Refer to Section 7 of DSHS Standards of Performance for the Prevention and Control of Tuberculosis for detailed instructions regarding administrative measures, environmental controls and respiratory protection.

UNIT I

Maintain a competent workforce

Contractor General Requirements I-1

Provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff.

Activities:
• Provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.
• Within 60 days of employment, all new employees shall receive 40 hours of TB training specific to their duties and responsibilities. Each year employees shall receive 16 hours of continuing education or training relevant to their position. The CDC’s “Self-Study Modules on Tuberculosis” shall be used in the initial training. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by the DSHS Tuberculosis Services Branch.
• Case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.
• Topics for training of personnel include:
a) Transmission and Pathogenesis of Tuberculosis;
b) Epidemiology of Tuberculosis;
c) Diagnosis of Tuberculosis Infection and Disease;
d) Treatment of Tuberculosis Infection and Disease;
e) Drug Interactions and Toxicity;
f) Contact Investigation for Tuberculosis;
g) Tuberculosis Surveillance and Case Management in Hospitals and Institutions;
h) Infectiousness and Infection Control;
i) Patient Adherence to Tuberculosis Control;
j) Interviewing, Investigating and Influencing Techniques;
k) Medical Record Keeping and Management;
l) Budgeting and Fiscal Management;
m) Operations Management;
n) Directly Observed Therapy;
o) TB Nurse Case Management Training;
p) Cultural Awareness;
q) Interpreter Utilization.
r) CDC Tuberculosis Surveillance Data Training; Report of Verified Case of Tuberculosis (RVCT)
s) TB Reporting; Report of Contacts TB-340 Instructions

• Notify DSHS Tuberculosis Services Branch of newly hired TB program managers, nurses and case registry staff within 30 days of hire.
• Newly hired TB program managers, nurses and case registry staff shall participate in the DSHS Tuberculosis Services Branch orientation within three months of hire.

• Provide TB education and training as resources allow to correctional facilities, community health care and social service providers who serve populations at high risk for TB.
• Document all community-provider TB training (including the hours, topics, dates and numbers of participants) make available upon request to the DSHS Tuberculosis Services Branch.

UNIT J

Conduct continuing quality improvement activities to maintain a robust TB infrastructure

Contractor General Requirements J-1
Assess program performance by determining rates of completion of therapy, contact identification and initiation and completion of treatment for latent TB infection.

Activities:
• Conduct quarterly cohort reviews in accordance with DSHS Tuberculosis Services Branch policy and procedures.
• Compare treatment completion rates and contact evaluation rates by cohort periods and years to assess program progress.
• Using the cohort review process, identify trends that support or create barriers to effective TB prevention and control activities.
• Prepare and submit the Cohort Review Summary Form to DSHS Tuberculosis Services Branch in accordance with the DSHS submission schedule documented in the Cohort Review Policy.
• Perform routine case management reviews and document findings. Conduct follow-up reviews to ensure recommendations are addressed.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-000022-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $649,320.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: IMM/LOCALS Immunization Branch-Locals

7. Statement of Work:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

• Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
• Contractor shall notify providers of changes to vaccine management reporting, and present updates and training to providers, as requested by DSHS.
• Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/ or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments.

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2013, December 01, 2013, March 01, 2014, June 01, 2014.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2014.

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

Performance Measures:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines (located at http://www.dshs.state.tx.us/idcu/investigation/conditions/) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

• Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the HSR Immunization Program Manager to avoid vaccine waste.

• Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

• Contact 100% or 300 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.

• Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via high schools, colleges and universities, Junior Reserve Officer Training Corps (JROTC) and military recruitment centers to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements

• Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.

• Report outreach done, and collaborative efforts made, with the American Indian tribes in the LHD's jurisdiction.

• Review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.

• Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Report number of doses administered to underinsured children monthly, as directed by DSHS.

• Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Programmatic Reporting Submission Requirements:

Contractor is required to complete and submit a LHD ILA Quarterly Report form, utilizing the format provided by the DSHS Program and available at: http://www.dshs.state.tx.us/immunize/providers.shtm

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us.

See Programmatic Reporting Requirements section for required reports.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive	Interagency/Interlocal
GST-2012-Solicitation-00022	DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
LHD ILA Quarterly Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
LHD ILA Quarterly Report	Quarterly	03/01/2014	05/30/2014	06/30/2014
LHD ILA Quarterly Report	Quarterly	06/01/2014	08/31/2014	09/30/2014

16. Special Provisions

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, ARTICLE III. FUNDING, Section 3.03 Use of Funds Section, is revised to include:

• Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

• Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2014 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current State of Texas Travel Policy at http://online.dshs.state.tx.us/traveloffice.aspx

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XII. General Business Operations of Contractor, Section 12.06 Overtime Compensation, is replaced with the following paragraphs:

• Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

• Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

• Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

• All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE XIII. GENERAL TERMS, Section 13.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document) 2014-000022-00
b. General Provisions Subrecipient General Provisions
c. Attachments Budgets
d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Hidalgo County
Vendor Identification Number: 17460007176 060

20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2014-000022-00
Proposal ID: DCPS-2014-Hidalgo -00031

Program ID: IMM/LOCALS
Procurement ID: GST-2012-Solicitation-00022
Procurement Name: DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$447,726	$0	$0	$447,726
Fringe Benefits	$151,078	$0	$0	$151,078
Travel	$0	$0	$0	$0
Equipment	$22,380	$0	$0	$22,380
Supplies	$0	$0	$0	$0
Contractual	$0	$0	$0	$0
Other	$28,136	$0	$0	$28,136
Total Direct Costs	$649,320	$0	$0	$649,320
Indirect Costs	$0	$0	$0	$0
Totals:	**$649,320**	**$0**	**$0**	**$649,320**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: %
Calculated Match Percentage: 0.00%
Required Match Amount: $0
Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $125,000

Source of Earnings

Program generated

17 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$497,609
Other Funds:	$0

Total Projected Non DSHS Funding: $497,609

Navigation Links

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2014-000022-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	Exhibit A			

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176 060		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
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	Exhibit A			

EXHIBIT A

Organization Name: Hidalgo County

Hidalgo County

Hidalgo County

Contract Number: 2014-000022-00

Program ID: IMM/LOCALS

Contract Term: 9/1/2013 - 8/31/2014

Program Name: Immunization Branch-Locals

UNIT A

Program Stewardship and Accountability

Contractor General Requirement Unit A-1:

Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Adhere to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices found at: http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf.
• Maintain current policies in compliance with the DSHS Immunization Contractors Guide for Local Health Departments and have them available to Contractor's staff.
• Lapse no more than 5% of total funded amount of the contract.
o Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
o Account for and use Program Income appropriately throughout the contract term.
o Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.
• Submit required Quarterly Local Health Department (LHD) Inter-Local Agreement (ILA) Reports to DSHS Immunization Contracts at dshsimmunizationcontracts@dshs.state.tx.us by Close of Business (COB) on December 30, 2013, March 31, 2014, June 30, 2014, and September 30, 2014 or the next business day if the date falls on a weekend or holiday.
• Submit Corrective Action Plan (CAP) letter to DSHS Contract Management Unit (CMU) within fifteen (15) business days after On-Site Evaluation if findings are not resolved at time of site visit to the satisfaction of the HSR Immunization Program Manager and DSHS Immunization Branch Contracts staff.

Contractor General Requirement Unit A-2:

Complete site visit follow-up assigned by DSHS Austin or Health Service Region staff within prescribed timeframes outlined in the TVFC Operations Manual. Activities under the requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Conduct site visit follow-up and submit results following the process described and within deadlines established in the TVFC Operations Manual.
• Conduct site visits in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement Unit A-3:

Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:
• Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics.
• Ensure that all expired, spoiled/wasted vaccines is appropriately identified and entered into the Electronic Vaccine Inventory (EVI) system.

• Maintain storage and handling policies and procedures according to the TVFC Operations Manual. (http://www.dshs.state.tx.us/immunize/tvfc/tvfc.manual.shtm)
• Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated Emergency Contingency Plan.
• Ensure that overstocked vaccines or those vaccines nearing expiration are shipped to alternate providers as directed by the Health Service Region (HSR) Immunization Program managers, for timely use to avoid vaccine waste.

Contractor General Requirement A-4:

Implement a plan to assure that Section 317 vaccine is not provided inadvertently to fully privately insured individuals, including children covered by S-CHIP.

Establish and maintain protocols for screening individuals for eligibility and insurance coverage before administering Section 317 funded vaccines. Contractors may use Patient Eligibility Screening Form (C-10) or electronically store this information.

Any child who upon screening meets one of the eligibility criteria listed below and who is 18 years of age or younger qualifies for TVFC vaccine:
a. Enrolled in Medicaid, or
b. Enrolled in CHIP and the provider bills CHIP for the services, or
c. Is an American Indian, or
d. Is an Alaskan Native, or
e. Does not have health insurance, or
f. Is underinsured: has commercial (private) health insurance but coverage does not include vaccines; a child whose insurance covers only selected vaccines (TVFC eligible for non-covered vaccines only); or a child whose insurance caps vaccine coverage at a certain amount. Once that coverage amount is reached, the child is categorized as underinsured.

UNIT B

Assessing Program Performance

Contractor General Requirement Unit B-1:

Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the ACIP Recommended Immunization Schedule(s), and the importance of not missing any vaccines.
• Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, health-care providers, and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location of community vaccination clinics.
• Conduct at least one monthly immunization education activity specifically directed to one of the target groups.
• Conduct at least twelve (12) outreach activities during the contract period in accordance with Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095, to each of the following audiences: 1.) high school students and their parents, 2.) universities/colleges, and 3.) Junior Reserve Officer Training Corps. (JROTC)/Military Recruitment Centers and report results on the Quarterly Report. If a JROTC or Military Recruitment Center is not available within the jurisdiction of the LHD, outreach activities may be focused on the other two groups mentioned above.
• Document the activity with the number and type of participants and evaluate activity by obtaining feedback from participants.
• Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
• Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
• Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
• Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
• Promote www.ImmunizeTexas.com, the Immunization Branch's website; The Upshot, electronic newsletter; and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
• Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
• Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and

the importance of maintaining a complete immunization history in ImmTrac.
• Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
• Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
• Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual CDC Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Identify providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
• List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
• Maintain written agreements and updates of group members and collaborations.
• Document communications, group meetings, and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be
accessible during site visits.
• Report new group members on the Quarterly Report.

Contractor General Requirement Unit B-2:

When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child-care audits. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

Activities:
• Complete and report 100% of required audits/assessments as assigned by the Immunization Branch, DSHS. These will include:

o Texas Child-Care Immunization Assessment
o Child-Care Audit
o Annual Report of Immunization Status (school self-assessments)
o School Audit
o Texas School Immunization Validation Survey
o Texas County Retrospective Immunization School Survey (TCRISS)

• Assigned surveys/assessments must be completed utilizing the instructions in DSHS Immunization Contractors Guide for Local Health Departments and the Population Assessment Manual.

• For completed audits/assessments, monitor vaccination and exemptions per respective areas.

• Based upon survey/audit findings as completed, analyze, provide feedback, and monitor vaccination trends for public school districts, private schools, licensed child-care facilities, and registered family homes to increase vaccination coverage using audit/assessment data. Identify trends and areas of need for local health department jurisdictions and coordinate interventions.

• Collaborate with school/child-care facilities and registered family homes to afford needed improvements. Report these results/findings to the Assessment, Compliance and Evaluation Group, Immunization Branch, DSHS.

Contractor General Requirement B-3:

Work with VFC providers on quality improvement processes to increase coverage levels and decrease missed opportunities using AFIX components, as appropriate, and move toward use of IIS as primary source of data for provider coverage level assessment by the end of project period.

• Conduct site visits using AFIX (CoCASA) in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement B-4:

Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS Texas Vaccine-Preventable Disease (VPD) Surveillance Guidelines (http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/) and National Electronic Disease Surveillance System (NEDSS). Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Adhere to the DSHS VPD Surveillance Guidelines, NEDSS Data Entry Guidelines, and Epi-Case Criteria Guide (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Epi%20Case%20Criteria%20Guide%202012.pdf) in conducting this General Requirement and the associated activities.
• Complete all data entry into NEDSS Base System (NBS) following the NBS data Entry Guidelines. (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf).
• Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
• Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
• Provide feedback on any unmet performance measures during each Quarterly Report review.
• All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.
• Submit case and/or death notifications to CDC.
• Designate staff to coordinate VAERS and Vaccine Safety Activities.
• Encourage providers to report possible vaccine adverse reactions to CDC on a timely basis through http://vaers.hhs.gov/index

Contractor General Requirement Unit B-4:

Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on immunization activities listed below. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Provide training on TVFC requirements and updates (as described in the TVFC Operations Manual) to TVFC providers annually at a minimum.
• Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
• Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
• Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
• As directed by DSHS identify first responders and their immediate family in the community and inform them of the opportunity to be included in ImmTrac.
• Conduct educational training for hospital and health-care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of HBsAg-positive women.
• Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
• Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
• Educate and update providers on the most current Advisory Committee on Immunization Practices (ACIP) recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
• Provide training relating to Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html) and Standards for Adult Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/adult.html) to all immunization providers within Contractor's jurisdiction.
• Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (http://www.cdc.gov/vaccines/pubs/vis/default.htm).
• Promote a health-care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
• Educate health-care workers on the need to be vaccinated themselves.
• Provide information to community health-care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health-care workers.
• Educate private providers to send NIS surveys to the Contractor for research prior to returning the survey to CDC, if applicable.
• Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html).
• Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (http://www.cdc.gov/vaccines/ed/default.htm).

UNIT C

Assuring Access to Vaccines

Contractor General Requirement Unit C-1:

Engage American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations located within contracted local health department boundaries in immunization activities. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Perform education, training, outreach activities and provide technical assistance for American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations.
• Report on education, training, outreach activities or collaborative efforts and outcomes of those activities on each Quarterly Report.

2014 General Requirement Unit C-2:

Enroll and sustain a network of VFC and other providers to administer federally funded vaccines to program-eligible populations according to CDC/ACIP and NVAC standards.

Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hep B Providers. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Conduct recruitment activities as defined in the TVFC Operations Manual with providers on the DSHS-supplied provider recruitment list.
• Target adolescent health-care providers for recruitment and emphasize adolescent vaccine requirements and recommendations
• Ensure that all ACIP recommended vaccines are routinely available to TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients.
• Recommend the simultaneous administration of all needed vaccines for the patient.
• Follow only medically supportable contraindications to vaccination.
• Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS educational materials as applicable as part of this conversation.
• Discuss, and attempt to schedule, the next immunization visit at each client encounter.
• Explain the benefits of a “medical home” and assist the parent/guardian in obtaining or identifying the child’s medical home.
• Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
• Establish “standing orders” for vaccination in Contractor’s clinics, consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act).
• Implement an employee immunization policy according to CDC recommendations in Contractor’s clinics.

Contractor General Requirement Unit C-4:

Assure compliance with HHS Deputization Guidance. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Annually sign Deputization Addendum to Texas Vaccines for Children Program (TVFC) Provider Enrollment Form (E6-102), and provide immunization services to underinsured children.
• Report number of doses administered to underinsured children monthly as directed by DSHS.
• Report number of unduplicated underinsured clients served as directed by DSHS.

Contractor General Requirement Unit C-5:

Work with partners, as appropriate, to assure coordination of the following activities in order to prevent perinatal hepatitis b transmission.

a.) Identification of HBsAg-positive pregnant women.
b.) Newborn prophylaxis with hepatitis b vaccine and HBIG.
c.) Timely completion of doses two and three.
d.) Post-vaccination serology.

Ensure all pregnant women are screened for hepatitis B surface antigen (HBsAg) and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Develop a surveillance system that includes prenatal care providers, obstetrical care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
• Educate prenatal care providers to ensure they screen pregnant women for HBsAg status during each pregnancy; implement procedures for documenting HBsAg screening results in prenatal care records, and forward original laboratory results to the delivery facility.
• Educate delivery hospitals to ensure they verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.
• Local health departments who report over five (5) cases per year, should perform and report at least 2 trainings per quarterly reporting period (or at least 8 trainings per year) to delivery hospitals, especially delivery hospitals who have not reported any HBs-Ag positive test result for women who have delivered at their facility during the quarterly reporting period.
• Ensure that all educational trainings are evaluated by participants (providers, hospital nursery staff, laboratorians, Obstetricians/Gynecologists and delivery staff and physicians, pediatricians, nursing staff, etc.) by rating the effectiveness of the

presenter as it relates to: describing the Perinatal HBV Prevention Program objectives; helping to identify at least one new skill that can be implemented in the workplace; and gathering topics for future events.
• Submit a quarterly report for educational trainings conducted. This report needs to include: number of participants, titles of participants, name of facility and training evaluations results. The reports should be submitted to the Perinatal HBV Prevention Program Coordinator.

Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Assure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at-risk infants within 12 hours of birth.
• Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth.
• Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth.
• Report to DSHS all infants born to HBsAg (+) women within fifteen (15) calendar days of the event.

Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology testing (PVST). Staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Administer or obtain from the provider or ImmTrac the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
• Perform PVS testing or obtain from the provider or ImmTrac the PVS testing results to determine immunity against hepatitis B. Post vaccine serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.

Contractor General Requirement C-5

All household and sexual partners of reported HBsAg (+) mothers shall be referred for serologic testing to determine susceptibility status in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Ensure all household contacts two (2) years of age or older are case managed as appropriate to ensure the infant completes the HBV vaccine series and receives post-vaccination serology testing (PVST).

UNIT D

Immunization Information Technology Infrastructure-Assure that the immunization information technology infrastructure supports program goals and objectives.

Contractor General Requirement Unit D-1:

Promote provider site participation and assure immunization record completeness, timeliness, accuracy, efficiency, and data use to support immunization program goals and objectives.

Effectively utilize ImmTrac (the DSHS on-line immunization registry) in Contractor's clinics.

Work in good faith, and as specified herein, to increase the number of children less than six (6) years of age who participate in ImmTrac.

Work in good faith and as specified herein, to ensure ImmTrac registered private providers use ImmTrac effectively as defined in the DSHS Immunization Contractors Guide for Local Health Departments.

Activities under the requirements above shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments

Activities:
• Recruit new private provider sites for ImmTrac.
• Search for the client's immunization history at every client encounter.
• Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at:

http://www.cdc.gov/vaccines/schedules/index.html.
• Report to ImmTrac all immunizations administered to children (younger than 18 years of age) and consented adults in Contractor's clinics, either directly into ImmTrac on-line or through TWICES.
• Update demographic information as needed.
• Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
• Implement changes to the consent process as directed by DSHS.
• Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter.
• At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac
• Verbally and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.
• Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs).
• Explain and demonstrate the effective use of ImmTrac according to the instructions located in the DSHS Immunization Contractors Guide for Local Health Departments.
• Explain guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent guidelines.pdf.
• Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.
• Train Contractor's staff on ImmTrac data entry and quality standards.
• Update all demographic information, including address and telephone number, at every client encounter.
• Conduct outreach (including, but not limited to, the specific outreach described in the DSHS Immunization Contractors Guide for Local Health Departments) to families of children 19 to 35 months of age who are not up-to-date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
• Collaborate with prenatal health-care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
• Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.
• Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers.
• Collaborate with partners and develop a provider recruitment strategy to include complementary vaccinators, such as pharmacists and school-located vaccination clinics.
• Encourage IIS participation among VFC providers.

Contractors General Requirement Unit D-2:

Incorporate dose-level accountability into IIS functionality so that information can be received and stored (Dose-level accountability includes assigned a provider-determined program eligibility category for a patient to each administered dose of vaccine.

• Conduct education and monitoring of providers to improve eligibility tracking and reporting.

Contractors General Requirement Unit D-3:

Assure provider participation in vaccine ordering and inventory management using either VTrckS Direct of ExIS (which could be IIS or other external system) that communicates with VTrckS using the CDC-compliant interface.

• Educate providers regarding awardee vaccine ordering policies, including CDC's inventory-on-hand requirement and other awardee-supporting documentation requirements for vaccine orders.
• Develop and implement a plan for transitioning providers to electronic submission of inventory and orders using VTrckS or awardee's ExIS.
• Monitor progress of the implementation of this transition plan.
• If using VTrckS Direct, ensure providers that will be using VTrckS for order entry acquire SAMS credentials for access.
• Train providers to use VTrckS or awardee ExIS for inventory and order entry.
• Develop and implement a plan for ensuring that new providers have access to and training for entering orders and inventory using VTrckS or awardee's ExIS.

Assist all other TVFC providers in local jurisdiction with maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:
• Evaluate maximum vaccine stock levels twice a year in all TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
• Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
• If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
• Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS.
• To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice

trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.
• Offer provider updates, training, and information as changes to vaccine management occur.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001134-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $587,198.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT13) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon:

A. A jurisdictional risk assessment using the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT);
B. The assessment of current capabilities and gaps (using the TxPHRAT);

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

Capability 2 – Community Recovery:

Definition: Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 4 – Emergency Public Information and Warning:

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Capability 5 – Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Capability 11 – Non-Pharmaceutical Interventions:

Definition: Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

Capability 12 – Public Health Laboratory Testing:

Definition: Public health laboratory testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event

incident and post-exposure activities.

Capability 13 – Public Health Surveillance and Epidemiological Investigations:

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Capability 15 – Volunteer Management:

Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

DSHS encourages partnership and collaboration within, between, and among public health and medical care partners in jurisdictions across the State of Texas in preparedness activities. Partnership opportunities may include, but are not limited to, plan development or updating, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
• Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
• Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
• Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

• Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1202CONT13
• Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf.
• Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments,

attached as Exhibit A;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments, attached as Exhibit B;
• Contractor's FY14 Applicant Information and Budget Detail for FY14 base cooperative agreement;
• DSHS Exercise Program Templates & Guidance located at;
http://www.dshs.state.tx.us/commprep/exercises.aspx
• Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
• Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
• Preparedness Program Guidance(s) as provided by DSHS and CDC
Pandemic and All-Hazards Preparedness Reauthorization Act of 2013
http://www.govtrack.us/congress/bills/113/hr307
• Contractors Financial Procedures Manual dated September 1, 2012 or latest version located at:
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

The CDC PHEP Budget Period 2 funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The Contractor is required to provide matching funds for PHEP Budget Period 2 of the Funding Opportunity Number CDC-RFA-TP12-120102CONT13 not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate activities and response plans within the jurisdiction, with state, regional, other local jurisdictions, and tribal entities (where appropriate), and with local agencies, hospitals, health care systems, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide or sub-state regional exercises as required to assess the capacity of Contractor to respond to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AARs), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises in a format specified by DSHS and in compliance with Homeland Security Exercise and Evaluation Plan (HSEEP) standards.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under

this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

A. Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
B. Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
C. Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
D. Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
E. Reporting immediately all illnesses resulting from bioterrorism, chemical emergencies, radiological emergencies, or other unusual events and data aberrations as compared to background surveillance data to the jurisdiction's respective DSHS Health Service Region (HSR) regional office or to DSHS.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

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

PERFORMANCE MEASURES:

Contractor must complete PHEP Evidence-Based Benchmarks as outlined in the attached Exhibit A, Public Health Emergency Preparedness Work Plan for Local Health Departments Exhibit A and B, and as noted below:

1. Demonstrated adherence to PHEP reporting deadlines; and

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

Failure to meet these deliverables may result in withholding a portion of the fiscal year 2014 PHEP base award.

Contractor shall document the following PHEP Evidence-based Benchmarks:

1. Demonstrated adherence to PHEP reporting deadlines.

A PHEP Budget Period 2 mid-year progress report is due to DSHS December 20, 2013. The report will include a status update on CDC-defined performance measures as well as an update on current preparedness status and self-identified gaps based on the public health emergency preparedness capabilities as they relate to overall jurisdictional needs, and interim financial reports.

An Annual PHEP Budget Period 2 progress report is due to DSHS July 31, 2014. The report will include an update on work plan activities, budget expenditure reports, CDC-defined performance measurement activities and data, and preparedness accomplishments, success stories, and program impact statements.

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.

b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.

c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.

d. Contractors within the three identified CRI/MSA Planning Areas must participate in one joint full-scale distribution/dispensing exercise that include all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

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10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00043 | RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069

14. DUNS Number:

103110834

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16. Special Provisions

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

The email address for submitting mid-year reports, annual reports, and any additional programmatic reports is PHEP@dshs.state.tx.us

General Provisions, Services Article II, Disaster Services, Section 2.02 is amended to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period.
Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Payment Methods and Restrictions Article IV, Billing Submission Section 4.02, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than August 14, 2014 for costs incurred between the services dates of September 1, 2013 and June 30, 2014.

General Provisions, Terms and Conditions of Payment Article IV, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, Allowable Costs and Audit Requirements Article VI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

General Provisions, Access and Inspection Article IX, Access Section 9.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor shall allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor shall comply with all DSHS documentation requests and on-site visits. Contractor shall make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

General Provisions, General Business Operations of Contractor Article XII, Equipment Purchases (Including Controlled Assets), Section 12.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than August 31, 2014 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2014. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a.	Contract (this document)	2014-001134-00
b.	General Provisions	Subrecipient General Provisions
c.	Attachments	Budgets
d.	Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e.	Exhibits	HAZARDS Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2014-001134-00
Proposal ID: RLHS-2014-Hidalgo -00037

Program ID: CPS/HAZARDS
Procurement ID: GST-2012-Solicitation-00043
Procurement Name: RLHS GOLIVE HAZARDS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$435,015	$46,494	$0	$481,509
Fringe Benefits	$128,782	$12,225	$0	$141,007
Travel	$11,488	$0	$0	$11,488
Equipment	$0	$0	$0	$0
Supplies	$858	$0	$0	$858
Contractual	$0	$0	$0	$0
Other	$11,055	$0	$0	$11,055
Total Direct Costs	$587,198	$58,719	$0	$645,917
Indirect Costs		$0	$0	$0
Totals:	**$587,198**	**$58,719**	**$0**	**$645,917**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: 10.00%
Calculated Match Percentage: 10.00%
Required Match Amount: $58,720
Calculated Match Amount: $58,719

Source of Cash Match Funds

personnel and fringe

20 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds: $0
Other State Agency Funds: $0
Local Funding Sources: $0
Other Funds: $0
Total Projected Non DSHS Funding: $0

Navigation Links

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2014-001134-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	HAZARDS Exhibit A (Work Plan)		Lundry, Lucia-Contractor 7/10/2013 2:39:54 PM	Lundry, Lucia - RLHS 7/11/2013 11:29:48 AM
	HAZARDS Exhibit B (Work Plan)		Lundry, Lucia-Contractor 7/10/2013 2:39:54 PM	Lundry, Lucia - RLHS 7/11/2013 11:29:33 AM

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	HAZARDS Exhibit A (Work Plan)		Lundry, Lucia-Contractor 7/10/2013 2:39:54 PM	Lundry, Lucia - RLHS 7/11/2013 11:29:48 AM

HAZARDS EXHIBIT A (WORK PLAN)

Organization Name: Hidalgo County

Hidalgo County

Hidalgo County

Contract Number: 2014-001134-00

Contract Term: 9/1/2013 - 8/31/2014

Program ID: CPS/HAZARDS

Program Name: Public Health Emergency Preparedness (PHEP)

EXHIBIT A

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

Budget Period 2

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102-CONT13) from the Centers for Disease Control and Prevention (CDC). The funding opportunity announcement addresses alignment of the Public Health Emergency Preparedness (PHEP) Program and the Hospital Preparedness Program (HPP) through a five-year project period from FY 2012 to 2017.

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

The work plan consists of the following sections that describe the activities and deliverables for PHEP Budget Period 2:

I. Public Health Preparedness Capabilities
II. Annual Requirements
III. CDC-Defined Performance Measures
IV. PHEP Evidence-based Benchmarks

I. Public Health Emergency Preparedness (PHEP) Capabilities

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

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

During this project period, Texas Department of State Health Services (DSHS), with consultation from the CDC, intends to foster closer alignment between the PHEP Program and Hospital Preparedness Program (HPP). Grant alignment is a long-term initiative that will continue to evolve throughout the project period as PHEP and HPP seek additional opportunities to improve administrative and programmatic collaboration. DSHS recognizes the capabilities required to fulfill HPP and PHEP programmatic goals differ but increased collaboration will serve to strengthen both programs. When appropriate, PHEP funding should support collaborative work with HPP toward capability capacity.

In 2011, CDC released a Public Health Capabilities Planning Model (http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf (pg 6-9) that describes a high-level planning process public health departments may wish to follow as they address the 15 public health capabilities. The planning model allows local health departments to use the public health preparedness capabilities to a) determine preparedness priorities, b) plan appropriate preparedness activities, and c) demonstrate and evaluate achievement of capabilities through exercises, planned events, and real incidents. Contractors are

encouraged to use routine activities and real incidents to demonstrate and evaluate the public health preparedness capabilities.

DSHS with consultation from the CDC strongly recommends that local health departments utilize a prioritization strategy to determine their work and the resulting investments regarding the 15 public health preparedness capabilities across the five-year project period based upon:

A. The assessment of current capabilities and gaps (using the TxPHRAT);
B. A jurisdictional risk assessment (using the TxPHRAT);

Activity 1 for Section I, PHEP Capabilities:

Using the CDC Capabilities Planning Guide, Contractors should conduct strategic mapping of their work plan for the remaining project period (through FY 2017) to include capability prioritization.

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Contractors should submit a strategic map to DSHS by October 31, 2013 on a template provided by DSHS.

Activity 2 for Section I, PHEP Capabilities: Update Texas Public Health Jurisdictional Risk Assessment tool (TxPHRAT) with new Capabilities Planning Guide (CPG) data

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Using new CPG data, Contractor will update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT). An updated tool must be completed and uploaded to the Texas Public Health Information Network (TxPHIN) by June 30, 2014. The TXPHIN tool is available at: http://www.dshs.state.tx.us/layouts/contentpage.aspx?pageid=8589954779&id=8589957698&terms=PHEP

II. Annual Requirements

Contractors are required to submit plans, program data, progress reports, and financial data outlining progress in addressing annual requirements including evidence-based benchmarks, objective standards, and performance measures data. Reports will also include information on outcomes of preparedness exercises regarding strengths, weaknesses, and associated corrective actions; accomplishments highlighting the impact and value of the PHEP program in local jurisdictions to include enhanced capacity from previous budget years; and descriptions of incidents requiring activations of emergency operations centers. Reports must describe preparedness activities conducted with PHEP funds, the purposes for which PHEP funds were spent, and the extent to which Contractors met stated goals and objectives. To assist Contactors, DSHS will provide a reporting template consistent with information required by CDC to meet the following annual planning/reporting requirements for 2013 to 2014.

1) HPP and PHEP Program Alignment
Contractors must demonstrate progress in coordinating public health and healthcare preparedness program activities and leveraging funding to support those activities as well as tracking accomplishments highlighting the impact of the HPP and PHEP programs in contractors' jurisdictions.

2) Exercise Planning and Implementation
Contractors must revise current multi-year training and exercise plans or develop a new multi-year training and exercise plan for conducting training and exercises to develop and test public health and healthcare preparedness capabilities. . Training and exercise plans must demonstrate coordination with relevant entities and include methods to leverage resources to the maximum extent possible. Updated multi-year training and exercise plans must be submitted to DSHS annually. Plans must include training and exercise schedules and describe exercise goals and objectives, identified capabilities to be tested, inclusion of at-risk individuals, participating partner organizations, and previously identified improvement plan items from real incidents or previous exercises.

One Annual Preparedness Exercise
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

These exercises can include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Contractors must conduct one, joint full-scale exercise within the five-year project period. Joint full-scale exercises should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.

3) Volunteer Recruitment and Management (Capability 15, Volunteer Management) If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers), then Contractors must enter volunteers

into the Texas Disaster Volunteer Registry, the Texas Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) system and utilize this system as their primary volunteer management tool. Data should be updated into the Texas Disaster Volunteer Registry by November 30, 2013 (mid-year) and July 31, 2014 (end-of-year).

4) Coordination among cross-cutting public health preparedness programs PHEP program components as a whole should complement and be coordinated with other public health and healthcare programs as applicable. For example, some functions within the Public Health Laboratory, Public Health Surveillance and Epidemiological Investigation and Information Sharing capabilities may mutually support activities as described in CDC's Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement. Contractors should work with immunization programs and partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.

5) Stakeholder Engagement (Capability 1, Community Preparedness, Function 2 and Capability 2, Community Recovery, Function 1)
Contractors should identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

6) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness, Function 2)
Contractors should describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans.

7) National Incident Management System (NIMS) Compliance (Capability 3, Emergency Operations Coordination, Function 1)
Contractors should have plans, processes, and training in place to meet NIMS compliance requirements by June 30, 2014.

8) Public Health, Mental/Behavioral Health, and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation)

Strategic maps should describe plans to address the public health, mental/behavioral health, and medical needs of at-risk individuals in the event of a public health emergency.
The definition of at-risk individuals is available at:
http://www.phe.gov/Preparedness/planning/abc/Documents/at-risk-individuals.pdf

9) Situational Awareness
Contactors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

10) Fiscal and Programmatic Systems
Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

11) One Annual Preparedness Exercise

One Annual Preparedness Exercise – due April 1, 2014
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

The exercise can be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Activities for Section II, Annual Requirements

Local health departments have the flexibility to determine capability prioritization and jurisdiction-specific activities for annual requirements.

Deliverables for Section II, Annual Requirements 1 through 11

Progress reports, program data, plans, and financial data from local health departments are deliverables for annual requirements 1 through 11. DSHS will provide templates for reports that are consistent with information requests from CDC in order to meet reporting requirements within a timeframe necessary to complete consolidation of statewide reporting to CDC.

Deliverable 1 for Section II, Annual Requirement 3
(Exercise Planning and Implementation)

Contractors must submit a current Multi-Year Training & Exercise Plan (with 5-year exercise schedule) to DSHS by July 31, 2013.

Deliverable 1 for Section II, Annual Requirement 12

(One Annual Preparedness Exercise)

Submit a Notification of Exercise to DSHS following the Concept & Objectives meeting (HSEEP) or as soon as possible but no later than 90 days prior to the conduct of the exercise.

Deliverable 2 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit an HSEEP-compliant After Action Review/Improvement Plan to DSHS within 60 days of the exercise.

III. CDC-Defined Performance Measures

Performance measures are key tools to determine program effectiveness and may focus on any level of public health service delivery including local health departments, public health laboratories, healthcare coalitions, and healthcare organizations. DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors may not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data for Budget Period 2 (2013 to 2014) based on guidance to be provided by the Centers for Disease Control and Prevention (CDC) at a later date.

CDC's PHEP Budget Period 1 Performance Measure Specifications and Implementation Guidance is available at:
http://www.cdc.gov/phpr/documents/PHEP+BP1+PM+Specifications+and+Implementation+Guidance_v1_1.pdf.

IV. Evidence-based Benchmarks and Pandemic Influenza Plans
(PAHPA Benchmarks)

CDC identifies select program requirements as benchmarks as mandated by Section 319C-1 and 319C-2 of the PHS Act as amended by the Pandemic and All Hazards Preparedness Act (PAHPA). To substantially meet a benchmark, Contractors must provide complete and accurate information describing how the benchmark was met. DSHS and the CDC expect Contractors to achieve, maintain, and report on benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for BP 2.

1. Adherence to PHEP Reporting Deadlines

Deliverable 1 – Contractors will prepare and submit a PHEP Budget Period 2 mid-year progress report to DSHS using a template provided by DSHS that captures reporting information and data required by CDC. The report is due to DSHS December 20, 2013. More information on the report is found in the Work Plan Table attachment.

2. Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:
As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.
b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans to the exercise team. Both are due no later than April 1, 2014.
c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.
d. Contractors within the three designated CRI/MSA Planning Areas must conduct one joint full-scale distribution/dispensing exercise that includes all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

Through these activities, contractors will meet the performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment associated with medical countermeasures.

Appendix 1

Definitions for the Public Health Capability Model

The Capability Definition defines the capability as it applies to state, local, tribal, and territorial public health.

The Function describes the critical elements that need to occur to achieve the capability.

The Performance Measure(s) section lists the CDC-defined performance measures, if any, associated with a function.

The Tasks section describes the steps that need to occur to complete the functions.

The Resource Elements section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) Planning: standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.
2) Skills and Training: baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.
3) Equipment and Technology: equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.
4) Note: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must have or have access to the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

Appendix 2

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance
- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience
- Community Preparedness
- Community Recovery

Countermeasures and Mitigation
- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management
- Emergency Operations Coordination

Information Management
- Emergency Public Information and Warning
- Information Sharing

Surge Management
- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

HAZARDS EXHIBIT B (WORK PLAN)

Organization Name: Hidalgo County

Hidalgo County

Hidalgo County

Contract Number: 2014-001134-00

Contract Term: 9/1/2013 - 8/31/2014

Program ID: CPS/HAZARDS

Program Name: Public Health Emergency Preparedness (PHEP)

Public Health Emergency Preparedness Requirements for Local Health Departments
PPCPS/HAZARDS
Exhibit B
Funding Opportunity Number CDC-RFA-TP12-120102CONT13
Time Period Covered
State of Texas Fiscal Year 2014 September 1, 2013 to August 31, 2014

Requirement: Strategic Map
Process: Using the CDC Capabilities Planning Guide, Contractors should prepare a work plan for the remaining four years of the project period (through FY 2017) to include capability prioritization for each year.
Due Date: October 31, 2013 - Submitted on a template provided by DSHS

Requirement: Mid-Year Progress Report including evidenced-based benchmarks
Process: Work plan updates, status updates on applicable Pandemic and All-Hazards Act (PAHPA) benchmarks, applicable performance measure data, and technical assistance plans.
Due Date: December 20, 2013

Requirement: Performance Measures
Process: Criteria for Performance Measures not yet established by the CDC
Due Date: To be determined following release by CDC

Requirement: Year-End Progress Report.
Process: Updates on work plan activities including local contracts and progress on implementation of technical assistance plans; PAHPA benchmark data, performance measure data and supporting information, training updates, preparedness accomplishments, success stories, and program impact statements.
Due Date: July 31, 2014

Requirement: Conduct One Preparedness Exercise annually to test preparedness and response capabilities. An HSEEP AAR must be completed within 60 days of the exercise.
Process: The exercise may be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. This cannot be an SNS drill conducted in support of the Medical Countermeasures Technical Assistance Review. Contractors are to submit a completed AAR/IP to DSHS for all exercises conducted to fulfill PHEP exercise requirements Exercise Notification no later than 90 days prior to the exercise.
AAR submitted within 60 days of exercise completion.
Due Date: Exercise completed by April 1, 2014.

Requirement: Jurisdictional Risk Assessments
Process: Update TxPHRAT with new CPG data and upload to PHIN
Due Date: June 30, 2014

Requirement: Conduct or participate in an annual Training & Exercise Plan Workshop
Process: Contractors must participate in a Training & Exercise Plan workshop to revise current multi-year training and exercise plans or develop a new plan for conducting exercises to test public health and healthcare preparedness capabilities.
Due Date: July 1, 2014

Requirement: Submit an updated Multi-Year Training and Exercise Plan
Process: Contractors must submit a current, updated Multi-Year Training & Exercise Plan (with 5-year exercise schedule)

Due Date: July 31, 2014

Requirement: NIMS Training Compliance
Process: Contractor must complete all required NIMS training.
Due Date: June 30, 2014

Requirement: Joint Training Report
Process: Report on preparedness training conducted and describe the impact the training had on the jurisdiction.
Due Date: Sept 1, 2014

Requirement: ESAR-VHP registry use
Process: If using local volunteers, such as MRCs, SNS, etc. contractors must use the Texas Disaster Volunteer Registry System (ESAR-VHP) and enter volunteer data into ESAR-VHP registry
Due Date: November 30, 2013 and July 31, 2014.

Requirement: Strategic National Stockpile (SNS) operational drills
Process: Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.
Due Date: April 1, 2014

Requirement: CRI/MSAs - Conduct one Medical Countermeasure Dispensing and Medical Material Management and Distribution Full-scale Exercise
Process: Conduct one, joint full-scale distribution and dispensing exercise within the 5-year project period. Participation in this CRI exercise fulfills the requirement for a full-scale exercise under PHEP for all local planning jurisdictions within the MSA Planning Area.
Due Date: May 1, 2016

Requirement: Participate in one regional joint, full-scale exercise within the five year project period.
Process: This joint full-scale exercise should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.
Due Date: May 1, 2016

DATE: September 01, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-006-4-XXX RLSS / LPHS

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
3-1293-441-00-340-006-4-113	RLSS / LPHS - Reg F/T Employees	$ 61,587.00
Fringes		
3-1293-441-00-340-006-4-211	RLSS / LPHS - Health Insurance	$ 7,189.00
3-1293-441-00-340-006-4-212	RLSS / LPHS - Life Insurance	$ 47.00
3-1293-441-00-340-006-4-220	RLSS / LPHS - FICA	$ 4,711.00
3-1293-441-00-340-006-4-230	RLSS / LPHS - Retirement	$ 6,356.00
3-1293-441-00-340-006-4-250	RLSS / LPHS - Unemployment Comp	$ 616.00
3-1293-441-00-340-006-4-260	RLSS / LPHS - Workers Comp	$ 616.00
Supplies		
3-1293-441-00-340-006-4-603	RLSS / LPHS - Educational / Instructional Supplies	$ 3,641.00
3-1293-441-00-340-006-4-665	RLSS / LPHS - Minor Computer Equipment	$ 14,640.00
Other		
3-1293-441-00-340-006-4-584	RLSS / LPHS - Registration	$ 3,000.00
	TOTAL APPROPRIATION	$ 102,403.00
3-1293-334-10-340-006-4-000	RLSS / LPHS - Grant Revenue	$ 102,403.00
	TOTAL APPROPRIATION	$ 102,403.00

REASON: To appropriate the RLSS / LPHS grant award for FY 14.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-008-4-XXX T. B. Control

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
3-1293-441-00-340-008-4-113	T.B. Control - Reg F/T Employees	$ 557,000.00
Fringes		
3-1293-441-00-340-008-4-211	T.B. Control - Health Insurance	$ 61,785.00
3-1293-441-00-340-008-4-212	T.B. Control - Life Insurance	$ 375.00
3-1293-441-00-340-008-4-220	T.B. Control - FICA	$ 42,611.00
3-1293-441-00-340-008-4-230	T.B. Control - Retirement	$ 57,483.00
3-1293-441-00-340-008-4-250	T.B. Control - Unemployment Comp	$ 5,570.00
3-1293-441-00-340-008-4-260	T.B. Control - Workers Comp	$ 5,570.00
Travel		
3-1293-441-00-340-008-4-581	T.B. Control - In County Travel	$ 55,479.00
3-1293-441-00-340-008-4-583	T.B. Control - Out of County Travel	$ 6,236.00
Supplies		
3-1293-441-00-340-008-4-601	T.B. Control - Office & Computer Supplies	$ 9,600.00
3-1293-441-00-340-008-4-604	T.B. Control - Medical & Lab Supplies	$ 21,475.00
3-1293-441-00-340-008-4-661	T.B. Control - Minor Office Furniture & Equipment	$ 1,056.00
3-1293-441-00-340-008-4-748	T.B. Control - Other Equipment	$ 4,441.00
Other		
3-1293-441-00-340-008-4-339	T.B. Control - Other Professional Services	$ 2,000.00
3-1293-441-00-340-008-4-432	T.B. Control - Repair & Maintenance - Equipment / & Vehi	$ 2,500.00
3-1293-441-00-340-008-4-550	T.B. Control - Printing & Binding	$ 1,000.00
3-1100-491-01-000-293-4-891	Transfers Out - Health Grants	$ 169,218.00
3-1100-415-00-115-002-0-899	CO Wide Adm - Contingency	$ (169,218.00)
	TOTAL APPROPRIATION	$ 834,181.00
3-1293-334-10-340-008-4-000	T.B. Control - Revenue	$ 664,963.00
3-1293-391-01-000-100-4-000	Transfers In - General Fund	$ 169,218.00
	TOTAL APPROPRIATION	$ 834,181.00

REASON: To appropriate the T.B. Control grant award for FY 14. Grant award requires a 20% local match. Local match will come from Contingency acct. 3-1100-415-00-115-002-0-899.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-011-4-XXX TB ELIMINATION

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
3-1293-441-00-340-011-4-113	TB Elim - Reg F/T Employees	$ 278,801.00
Fringes		
3-1293-441-00-340-011-4-211	TB Elim - Health Insurance	$ 33,312.00
3-1293-441-00-340-011-4-212	TB Elim - Life Insurance	$ 216.00
3-1293-441-00-340-011-4-220	TB Elim - FICA	$ 21,344.00
3-1293-441-00-340-011-4-230	TB Elim - Retirement	$ 28,793.00
3-1293-441-00-340-011-4-250	TB Elim - Unemployment Comp	$ 2,805.00
3-1293-441-00-340-011-4-260	TB Elim - Workers Comp	$ 3,388.00
Travel		
		$ -
Supplies		
		$ -
3-1293-441-00-340-011-4-604	TB Elim - Medical & Laboratory Supplies	$ 2,567.00
		$ -
		$ -
		$ -
3-1100-491-01-000-293-4-891	Transfers Out - Health Grants	$ 91,746.00
3-1100-415-00-115-002-0-899	CO Wide Adm - Contingency	$ (91,746.00)
	TOTAL APPROPRIATION	$ 371,226.00
3-1293-331-12-340-011-4-000	TB Elim - Revenue	$ 279,480.00
3-1293-391-01-000-100-4-000	Transfers In - General Fund	$ 91,746.00
	TOTAL APPROPRIATION	$ 371,226.00

REASON: To appropriate the TB Prevention & Control - Federal grant award for FY 14.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-012-4-XXX Immunization Branch - Locals

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
3-1293-441-00-340-012-4-113	Immunization Branch - Reg F/T Employees	$ 447,726.00
Fringes		
3-1293-441-00-340-012-4-211	Immunization Branch - Health Insurance	$ 61,169.00
3-1293-441-00-340-012-4-212	Immunization Branch - Life Insurance	$ 397.00
3-1293-441-00-340-012-4-220	Immunization Branch - FICA	$ 34,250.00
3-1293-441-00-340-012-4-230	Immunization Branch - Retirement	$ 46,204.00
3-1293-441-00-340-012-4-250	Immunization Branch - Unemployment Comp	$ 4,477.00
3-1293-441-00-340-012-4-260	Immunization Branch - Workers Comp	$ 4,581.00
Equipment		
3-1293-441-00-340-012-4-748	Immunization Branch - Other Equipment	$ 22,380.00
Supplies		
3-1293-441-00-340-012-4-665	Immunization Branch - Minor Computer Equipment	$ -
Other		
3-1293-441-00-340-012-4-540	Immunization Branch - Advertising	$ 20,000.00
3-1293-441-00-340-012-4-603	Immunization Branch - Educational / Instructional Supplies	$ 8,136.00
	TOTAL APPROPRIATION	$ 649,320.00
3-1293-331-12-340-012-4-000	Immunization Branch - Revenue	$ 649,320.00
	TOTAL APPROPRIATION	$ 649,320.00

REASON: To appropriate the Immunization Branch - Locals FY 13 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-012-4-XXX Immunization Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
3-1293-441-00-340-012-4-113	Immunization Branch - Reg F/T Employees	$ 82,700.00
Fringes		
3-1293-441-00-340-012-4-211	Immunization Branch - Health Insurance	$ -
3-1293-441-00-340-012-4-212	Immunization Branch - Life Insurance	$ -
3-1293-441-00-340-012-4-220	Immunization Branch - FICA	$ 6,327.00
3-1293-441-00-340-012-4-230	Immunization Branch - Retirement	$ 8,535.00
3-1293-441-00-340-012-4-250	Immunization Branch - Unemployment Comp	$ 827.00
3-1293-441-00-340-012-4-260	Immunization Branch - Workers Comp	$ 713.00
Travel		
3-1293-441-00-340-012-4-581	Immunization Branch - Travel - In-County	$ 5,000.00
3-1293-441-00-340-012-4-583	Immunization Branch - Travel Out-of-County	$ 6,628.00
Supplies		
3-1293-441-00-340-012-4-601	Immunization Branch - Office & Comp Supplies	$ 3,270.00
3-1293-441-00-340-012-4-603	Immunization Branch - Education / Instruction Supplies	$ 3,000.00
Other		
3-1293-441-00-340-012-4-584	Immunization Branch - Registration	$ 8,000.00
	TOTAL APPROPRIATION	$ 125,000.00
3-1293-345-40-340-012-4-000	Immunization Branch - Program Income Revenue	$ 125,000.00
	TOTAL APPROPRIATION	$ 125,000.00

REASON: To appropriate the program income monies for the Immunization Branch - Locals program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-013-4-XXX CPS Bioterrorism Preparedness

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
3-1293-441-00-340-013-4-113	PHEP - Reg F/T Employees	$ 481,509.00
Fringes		
3-1293-441-00-340-013-4-211	PHEP - Health Insurance	$ 44,558.00
3-1293-441-00-340-013-4-212	PHEP - Life Insurance	$ 289.00
3-1293-441-00-340-013-4-220	PHEP - FICA	$ 36,837.00
3-1293-441-00-340-013-4-230	PHEP - Retirement	$ 49,693.00
3-1293-441-00-340-013-4-250	PHEP - Unemployment	$ 4,816.00
3-1293-441-00-340-013-4-260	PHEP - Workmans Comp	$ 4,814.00
Travel		
3-1293-441-00-340-013-4-581	PHEP - Travel In-County	$ 814.00
3-1293-441-00-340-013-4-583	PHEP - Travel Out-of-County	$ 10,674.00
Supplies		
3-1293-441-00-340-013-4-601	PHEP - Office & Computer Supplies	$ 720.00
3-1293-441-00-340-013-4-613	PHEP - Safety Supplies	$ 138.00
Other		
3-1293-441-00-340-013-4-534	PHEP - Internet	$ 4,465.00
3-1293-441-00-340-013-4-584	PHEP - Registration	$ 1,650.00
3-1293-441-00-340-013-4-780	PHEP - Capital Leases	$ 4,940.00
	TOTAL APPROPRIATION	$ 645,917.00
3-1293-331-12-340-013-4-000	PHEP - Revenue	$ 587,198.00
3-1293-391-01-000-100-4-000	Transfer In - General Fund **(DO NOT POST)**	$ 58,719.00
2-1100-491-01-000-293-4-891	Transfers Out - Health Grants **(DO NOT POST)**	$ 58,719.00
	TOTAL APPROPRIATION	$ 645,917.00

REASON: To appropriate the PHEP FY 14 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Clerk III	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs clerical functions reviewing, correcting, and compiling various reports, records ,and statistics required by the TB Program. Types referrals, letters, and related TB correspondence. Assists with TB record archiving process. Performs related work as assigned by TB Records Manager or TB Program Coordinator.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Assists with maintaining TB records archiving system. Assists with computer data entry for necessary TB statistics and reports
- Performs clerical functions; including filing and posting of records and reports. Types correspondence as needed. Entering patient information in computer TB program.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- High School graduate or GED Plus 2 years on the job experience as a clerk, secretary, or public health clerk. Graduation from technical school may be substituted for 1 year of experience.

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

OTHER SKILLS AND ABILITIES:
- Ability to communicate effectively orally and in writing.
- Computer literate basic office administration skills.
- General knowledge of medical terminology.
- Ability to plan work and meet deadlines
- Reviews reports and forms for completeness.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

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

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity

required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

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

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

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

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

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Licensed Vocational Nurse III	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs technical duties under the administrative supervision of a licensed physician and immediate supervision of an RN. Duties consist of assisting in Chest Clinic, screening tests, collecting of specimens, maintaining adequate supplies, recording and reporting patient problems, making home visits as assigned, Immunization and other assigned duties by supervisor. Supervises Outreach Worker. Performs DOT as per protocols.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Issues TB medications, counsels clients on side effects, contraindications and proper storage of TB medications.
- Observes, records, and reports signs of illness or changes in patients condition.
- Assists in Chest Clinic.
- Performs laboratory screening tests and reports abnormal labs to TB M.D., and makes appropriate referrals.
- Prepares DOT packets/or labels bottles accurately.
- Makes home visits as assigned by the RN and assists with other assigned duties by supervisor.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- LVN with current Texas License plus one year of public health nursing experience.
- Must be CPR certified.

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

OTHER SKILLS AND ABILITIES:
- Ability to counsel clients about TB, HIV and other illness.
- Ability to administer DOT medications and knowledge of contraindications and side effects of medication.
- Ability to perform laboratory tests.
- Good communication skills are necessary.
- Computer skills for TWICES data entry.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential

functions.

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

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

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

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

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

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

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	TB Outreach Worker/Medical Assistant	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs TB outreach work including home visits for TB skin testing, directly observed therapy and TB patient education. Performs data entry, venipuncture, fingersticks, hematocrits, and PPD skin tests. Assesses vital signs (BP, Wt, Ht, temp) and urinalysis. Measures visual acuity and Ishihara screening, prepares lab specimens for mailing. Performs pregnancy tests, separates plasma from whole blood. Screens calls for nurses.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Outreach work for the Pulmonary Clinic: does home visits, TB skin testing, delivers DOT/DOPT to patients.
- Working in patients homes and in Health Department performs lab and clinical procedures per health department protocol including blood specimen accessions vital signs, urinalysis, visual acuity & Ishihara screening, pregnancy tests. Separates plasma from whole blood, applies and interprets TB skin tests, diabetes screening, prepares blood and sputum specimens for mailing, and does computer data entry on all of the above.
- Screens telephone calls for nurses and assists X-Ray tech as needed. Prepares reports as assigned by supervisor. Maintains refrigerator temperature log.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED, Certified/Registered Medical Assistant in Texas

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

OTHER SKILLS AND ABILITIES:
- Ability to communicate effectively orally and in writing
- Texas Driver's License is required.
- Computer skills knowledge or willing to learn
- Knowledge of medical terminology.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

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

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

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

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

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

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

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
AUG 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - TB DIVISION (340-008) DATE: 8/15/2013

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

REQUESTED POSITION TITLE: TB OUTREACH WORKER / MEDICAL ASST. NEW SLOT #: G013rc

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	$ 29,656.00	$ 29,656.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other New position approved by DSHS TB FY 14 grant to start on 09/01/13.

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

To support the TB Program by assisting the TB Nurse by doing home visits to deliver TB Direct Oberved Therapy to clients with tuberculosis and assist with lab duties that include collecting of blood, urine and sputum sample for analysis and the packing and shipping of such samples.

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

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.	DEPARTMENT HEAD	8-15-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	08.23.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08.23.13 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - TB DIVISION (340-008) DATE: 8/15/2013

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

REQUESTED POSITION TITLE: CLERK III NEW SLOT #: G012xx

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 (Current G&S/ Budgeted Salary) $ 26,014.00 (Proposed G&S/ Budgeted Salary) $ 26,014.00 (Net Change)

Position to be funded from one of the following:

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

[X] Other New position approved by DSHS TB FY 14 grant to start on 09/01/13.

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

To support the TB program by performing clerical duties needed for the TB program that includes reviewing, correcting and compiling TB reports from client records for stats and reports required by DSHS TB Program.

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

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.	DEPARTMENT HEAD	8-15-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Esther A. Cortez/pfx HUMAN RESOURCES DIRECTOR	08.23.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08.23.13 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 16 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - TB DIVISION (340-008) DATE: 8/15/2013

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

REQUESTED POSITION TITLE: LICENSED VOCATIONAL NURSE III NEW SLOT #: G011 TC

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	$ 48,149.00	$ 48,149.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other New position approved by DSHS TB FY 14 grant to start on 09/01/13.

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

To support the TB program needs by performing TB Case Management duties which include the coordinating of the TB clients care with the TB Physician and assuring that the TB client initiates appropriate TB treatment and completes such treatment.

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

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.	6-15-13		FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
	DEPARTMENT HEAD	Date				
2.	Esthela A. Cortez by Sylvia Rios	08.23.13	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		08.23.13	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

August 22, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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

HIDALGO COUNTY
BUDGET OFFICE
2013 AUG 26 PM 1 36

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. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$102,403.00	Award No. 2014-001052-00 RLSS/Local Public Health System-PnP
$664,963.00	Award No. 2014-001417-00 Tuberculosis Prevention and Control-State
$279,480.00	Award No. 2014-001400-00 Tuberculosis Prevention and Control-Federal
$649,320.00	Award No. 2014-000022-00 Immunization Branch-Locals
$587,198.00	Award No. 2014-001134-00 Public Health Emergency Preparedness (PHEP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/13
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.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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August 22, 2013

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $125,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Immunization FY14 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/13
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.

IMMUNIZATION FY 14
Grant Application
Salary / Fringes Salary Schedule
09/01/2013 - 08/31/2014
For Budget Purposes Only

							Hourly Rate		Work Hours		2013	2014		Distribution						Insurance	
Slot #	Employee #	Employee Name	Position Title	Budgeted Salary	Actual Salary	With 3% COLA Increase	Hourly Rate	Hourly Rate W / COLA	# of Hours @ 2013 Pay	# of Hours @ 2014 Pay	09/01/13 - 12/31/13	01/01/14 - 08/31/14	Projected Salaries	340-003	%	340-005	%	340-012	%	Health Ins.	Life Ins.
0001	047643	CURRENT	TX Vaccines Educator		44,583.00	45,920.49	21.4341	22.0772	696	1,384	14,918.16	30,554.79	45,472.95	-	-	-	-	45,472.95	1.00	4,164.00	27.00
G002	141607	CURRENT	TX Vaccines Manager		41,280.00	42,518.40	19.8462	20.4415	696	1,384	13,812.92	28,291.09	42,104.01	-	-	2,947.28	0.07	39,156.73	0.93	3,872.52	25.11
0003	047589	CURRENT	Outreach Specialist II		30,062.00	30,963.86	14.4529	14.8865	696	1,384	10,059.21	20,602.88	30,662.08	-	-	-	-	30,662.08	1.00	4,164.00	27.00
0004	142425	CURRENT	Outreach Specialist II		30,233.00	31,139.99	14.5351	14.9711	696	1,384	10,116.43	20,720.07	30,836.50	-	-	-	-	30,836.50	1.00	4,164.00	27.00
0005	031755	CURRENT	Outreach Specialist II		30,233.00	31,139.99	14.5351	14.9711	696	1,384	10,116.43	20,720.07	30,836.50	-	-	-	-	30,836.50	1.00	4,164.00	27.00
G006	132497	CURRENT	Lic. Voc. Nurse II		44,795.00	46,138.85	21.5361	22.1821	696	1,384	14,989.10	30,700.08	45,689.18	14,620.54	0.32	1,370.68	0.03	29,697.97	0.65	2,706.60	17.55
G007	033529	CURRENT	Lic. Voc. Nurse II		41,280.00	42,518.40	19.8462	20.4415	696	1,384	13,812.92	28,291.09	42,104.01	10,947.04	0.26	1,684.16	0.04	29,472.81	0.70	2,914.80	18.90
G008	134651	CURRENT	Lic. Voc. Nurse II		44,795.00	46,138.85	21.5361	22.1821	696	1,384	14,989.10	30,700.08	45,689.18	14,620.54	0.32	1,370.68	0.03	29,697.97	0.65	2,706.60	17.55
G010	165719	CURRENT	Community Srv Aide		30,062.00	30,963.86	14.4529	14.8865	696	1,384	10,059.21	20,602.88	30,662.08	1,839.73	0.06	-	-	28,822.36	0.94	3,914.16	25.38
G011	161306	CURRENT	Community Srv Aide		30,062.00	30,963.86	14.4529	14.8865	696	1,384	10,059.21	20,602.88	30,662.08	1,839.73	0.06	-	-	28,822.36	0.94	3,914.16	25.38
G012	058335	CURRENT	Community Srv Aide		30,062.00	30,963.86	14.4529	14.8865	696	1,384	10,059.21	20,602.88	30,662.08	919.86	0.03	919.86	0.03	28,822.36	0.94	3,914.16	25.38
G013	005886	CURRENT	Community Srv Aide		30,062.00	30,963.86	14.4529	14.8865	696	1,384	10,059.21	20,602.88	30,662.08	919.86	0.03	919.86	0.03	28,822.36	0.94	3,914.16	25.38
0014	152323	CURRENT	Lic. Voc. Nurse II		44,796.00	46,139.88	21.5365	22.1826	696	1,384	14,989.43	30,700.77	45,690.20	-	-	-	-	45,690.20	1.00	4,164.00	27.00
0015	106321	CURRENT	Outreach Specialist II		30,233.00	31,139.99	14.5351	14.9711	696	1,384	10,116.43	20,720.07	30,836.50	-	-	-	-	30,836.50	1.00	4,164.00	27.00
0016	052035	CURRENT	Community Srv Aide		30,062.00	30,963.86	14.4529	14.8865	696	1,384	10,059.21	20,602.88	30,662.08	-	-	-	-	30,662.08	1.00	4,164.00	27.00
0017	193852	CURRENT	Lic. Voc. Nurse II		41,280.00	42,518.40	19.8462	20.4415	696	1,384	13,812.92	28,291.09	42,104.01	-	-	-	-	42,104.01	1.00	4,164.00	27.00
									Total Salaries - >									**530,415.72**		**61,169.16**	**396.63**

Health Insurance - ($347.00 / month for 16 employees prorated based on % of pay)	**61,169.16**
Life Insurance - ($27 / Yr / person prorated by % of pay)	**396.63**
FICA - (7.65% * Gross Salary)	**40,576.80**
Retirement - (10.32% * Gross Salary)	**54,738.90**
Unemployment - (1.0% * Gross Salary)	**5,304.16**
Worker's Comp - (1.0% * Gross Salary)	**5,304.16**
Total Salaries & Fringes Projected for FY 14	**697,905.53**

Notes:

1 The program budget and salary schedule were prepared when the grant application was submitted on April 5, 2013.
2 A 3% COLA increase is budgeted from 01/01/14 to 08/31/14 pending CC approval.
3 If pay increase does not materialize, a budget revision will be done at a later time.
4 Fringes rates used in this schedule were based on the information available during the time the grant application was prepared and completed (March 2013).
5 The proposed LVN position salary distribution was computed as using $33,663.00 in program income monies and $7,667.62 in grant monies.
6 There are 2,080 work hours during the grant period of 09/01/2013 through 08/31/2014.

Prepared by Mike Escaname
Health Human Services Dept.
03/23/13

Slot # 0017 is funded with part Immunization grant and part Immunization program income.
Salaries & Fringes to be funded by Immunization Program Income for Slot #0017:

Total Salaries - >	**37,000.00**
Health Insurance - ($347.00 / month * 12 months)	
Life Insurance - ($27 / Yr / person)	
FICA - (7.65% * Gross Salary)	**2,830.50**
Retirement - (10.32% * Gross Salary)	**3,818.40**
Unemployment - (1.0% * Gross Salary)	**370.00**
Worker's Comp - (1.0% * Gross Salary)	**375.63**
Amount to be funded by Program Income ---->	**44,394.53**

Slot # 0016 is funded with part Immunization grant and part Immunization program income.
Salaries & Fringes to be funded by Immunization Program Income for Slot #0016:

Total Salaries - >	**22,380.00**
Health Insurance - ($347.00 / month * 12 months)	**-**
Life Insurance - ($27 / Yr / person)	**-**
FICA - (7.65% * Gross Salary)	**1,712.07**
Retirement - (10.32% * Gross Salary)	**2,309.62**
Unemployment - (1.0% * Gross Salary)	**223.80**
Worker's Comp - (1.0% * Gross Salary)	**375.63**
Amount to be funded by Program Income ---->	**27,001.12**

Slot # 0015 is funded with part Immunization grant and part Immunization program income.
Salaries & Fringes to be funded by Immunization Program Income for Slot #0015:

Total Salaries - >	**23,320.00**	0.8289
Health Insurance - ($347.00 / month * 12 months)	**-**	
Life Insurance - ($27 / Yr / person)	**-**	
FICA - (7.65% * Gross Salary)	**1,783.98**	0.1711
Retirement - (10.32% * Gross Salary)	**2,406.62**	
Unemployment - (1.0% * Gross Salary)	**233.20**	
Worker's Comp - (1.0% * Gross Salary)	**233.20**	
Amount to be funded by Program Income ---->	**27,977.00**	

Amount to be funded by Program Income ---->	**99,372.65**
Adjusted Salaries / Fringes from Grant Funds	**598,532.88**
Equipment (Refrigerators)	**22,380.00**
Supplies (Other)	**28,136.00**
Adjusted Grant Funds	**649,048.88**
Grant Award	**649,320.00**
Variance	**271.12**

REVISED SALARIES / FRINGES FUNDED BY GRANT FUNDING:

Total Salaries - >	**447,715.72**
Health Insurance - ($347.00 / month for 16 employees prorated based on % of pay)	**61,169.16**
Life Insurance - ($27 / Yr / person prorated by % of pay)	**396.63**
FICA - (7.65% * Gross Salary)	**34,250.25**
Retirement - (10.32% * Gross Salary)	**46,204.26**
Unemployment - (1.0% * Gross Salary)	**4,477.16**
Worker's Comp - (1.0% * Gross Salary)	**4,590.82**
Total Salaries & Fringes Projected for FY 14	**598,804.00**

Equipment (Refrigerators)	**22,380.00**

Prepared by Mike Escaname
Health Human Services Dept.
03/23/13

Supplies (controlled assets)	**28,136.00**
Total amount under Grant Funding	**649,320.00**
Grant Award Amount	**649,320.00**
Variance	**(0.00)**

Slot 17	5,104.01
Slot 16	8,282.08

Totals for three positions to be covered in part by Program Income funds:	
Total Salaries - >	82,700.00
Health Insurance - ($347.00 / month * 12 months)	-
Life Insurance - ($27 / Yr / person)	-
FICA - (7.65% * Gross Salary)	6,326.55
Retirement - (10.32% * Gross Salary)	8,534.64
Unemployment - (1.0% * Gross Salary)	827.00
Worker's Comp - (1.0% * Gross Salary)	713.81
Total Fringes	16,402.00
Amount to be funded by Program Income ---->	99,102.00

Prepared by Mike Escaname
Health Human Services Dept.
03/23/13

Hidalgo County

Department of Budget & Management

2013 Salary Schedule

COMMISSIONERS COURT

1293-441-00-340-006-3 / 4

OPHP-LPH

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	2013 ACTUAL SALARY	Other Allownaces					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G003	113	PUBLIC HEALTH SPECIALIST	$17,393.00	$0.00	$17,393.00	0.03	$522.00	$0.00	$17,915.00	$17,019.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,019.00
G004	113	ADMINISTRATIVE ASSISTANT III	$7,737.00	$0.00	$7,737.00	0.03	$232.11	$0.00	$7,969.00	$7,969.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,969.00
G005	113	PUBLIC HEALTH TECHNICIAN I	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
		Totals	$59,490.00	$0.00	$59,490.00		$1,785.11	$0.00	$61,275.00	$60,379.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,379.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1293-441-00-340-008-3 / 4

AI - 40214

T.B. CONTROL

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	LICENSED VOCATIONAL NURSE III	$35,317.00	$0.00	$35,317.00	0.03	$1,060.00	$0.00	$36,377.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,377.00
G002	113	OUTREACH SPECIALIST I	$23,332.00	$0.00	$23,332.00	0.03	$700.00	$0.00	$24,032.00	$24,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,032.00
G003	113	OUTREACH SPECIALIST I	$25,839.00	$0.00	$25,839.00	0.03	$775.00	$402.00	$27,016.00	$27,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,016.00
G004	113	BILLING SPECIALIST II	$23,927.00	$259.00	$24,186.00	0.03	$725.58	$0.00	$24,912.00	$24,912.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,912.00
G005	113	BILLING SPECIALIST II	$23,927.00	$259.00	$24,186.00	0.03	$725.58	$0.00	$24,912.00	$24,912.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,912.00
G006	113	TB PROGRAM MANAGER	$68,687.00	$0.00	$68,687.00	0.03	$2,060.61	$0.00	$70,748.00	$70,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,748.00
G008	113	TB REGISTERED NURSE	$58,888.00	$0.00	$58,888.00	0.03	$1,767.00	$0.00	$60,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G009	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$758.00	$316.00	$26,330.00	$26,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,330.00
G010	113	LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITIONS:														
G011	**113**	**LICENSE VOCATIONAL NURSE III**	**$0.00**	**$48,149.00**	**$48,149.00**	**0**	**$0.00**	**$0.00**	**$48,149.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
G012	**113**	**CLERK III**	**$0.00**	**$26,014.00**	**$26,014.00**	**0**	**$0.00**	**$0.00**	**$26,014.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
G013	**113**	**TB OUTREACH WORKER/ MEDICAL ASSISTANT**	**$0.00**	**$29,656.00**	**$29,656.00**	**0**	**$0.00**	**$0.00**	**$29,656.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$319,533.00**	**$104,337.00**	**$423,870.00**		**$9,602.57**	**$718.00**	**$434,192.00**	**$269,718.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$269,718.00**

Approval of the above highlighted personnel actions.
All personnel action(s) pending CC approval.

Hidalgo County

Department of Budget & Management

2013 Salary Schedule

COMMISSIONERS COURT

1293-441-00-340-011-3 / 4

TDH T.B.ELIM

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	2013 ACTUAL SALARY	Other Allownaces					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G002	113	LICENSED VOCATIONAL NURSE III	$35,317.00	$0.00	$35,317.00	0.03	$1,060.00	$0.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G003	113	LICENSED VOCATIONAL NURSE III	$35,317.00	$0.00	$35,317.00	0.03	$1,060.00	$0.00	$36,377.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,377.00
G004	113	LICENSED VOCATIONAL NURSE III	$35,317.00	$0.00	$35,317.00	0.03	$1,059.51	$0.00	$36,377.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,377.00
G005	113	LICENSED VOCATIONAL NURSE III	$30,989.00	$0.00	$30,989.00	0.03	$929.67	$0.00	$31,919.00	$31,919.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,919.00
G006	113	OUTREACH SPECIALIST I	$22,630.00	$0.00	$22,630.00	0.03	$678.90	$0.00	$23,309.00	$23,309.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,309.00
G007	113	ASST TB RECORDS MNGR	$22,254.00	$0.00	$22,254.00	0.03	$668.00	$43.00	$22,965.00	$22,965.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,965.00
G008	113	OUTREACH SPECIALIST I	$22,824.00	$0.00	$22,824.00	0.03	$684.72	$0.00	$23,509.00	$23,509.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,509.00
G009	113	OUTREACH SPECIALIST II	$19,243.00	$0.00	$19,243.00	0.03	$577.00	$0.00	$19,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G010	113	OUTREACH SPECIALIST I	$17,010.00	$0.00	$17,010.00	0.03	$510.30	$0.00	$17,520.00	$17,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,520.00
G011	113	OUTREACH SPECIALIST I	$13,147.00	$0.00	$13,147.00	0.03	$394.00	$0.00	$13,541.00	$13,541.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,541.00
G012	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$758.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
		Totals	$279,304.00	$0.00	$279,304.00		$8,380.10	$43.00	$287,728.00	$231,531.00	$0.00	$0.00	$0.00	$0.00	$0.00	$231,531.00

Hidalgo County

Department of Budget & Management

2013 Salary Schedule

COMMISSIONERS COURT

1293-441-00-340-012-3 / 4

IMM DIV LOCAL

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	2013 ACTUAL SALARY	Other Allownaces					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	TX VACCINES EDUCATOR	$43,284.00	$0.00	$43,284.00	0.03	$1,299.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
G002	113	TX VCCNS MANAGER	$37,270.00	$0.00	$37,270.00	0.03	$1,118.10	$0.00	$38,388.00	$38,388.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,388.00
0003	113	OUTREACH SPECIALIST II	$29,186.00	$0.00	$29,186.00	0.03	$875.58	$0.00	$30,062.00	$30,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,062.00
0004	113	OUTREACH SPECIALIST II	$29,186.00	$0.00	$29,186.00	0.03	$876.00	$171.00	$30,233.00	$30,233.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,233.00
0005	113	OUTREACH SPECIALIST II	$29,186.00	$166.00	$29,352.00	0.03	$880.56	$0.00	$30,233.00	$30,233.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,233.00
G006	113	LICENSED VOCATIONAL NURSE II	$28,216.00	$0.00	$28,216.00	0.03	$846.00	$0.00	$29,062.00	$29,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,062.00
G007	113	LICENSED VOCATIONAL NURSE II	$28,216.00	$0.00	$28,216.00	0.03	$846.00	$0.00	$29,062.00	$29,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,062.00
G008	113	LICENSED VOCATIONAL NURSE II	$28,216.00	$0.00	$28,216.00	0.03	$846.00	$0.00	$29,062.00	$29,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,062.00
G010	113	COMMUNITY SERVICE AIDE	$27,330.00	$0.00	$27,330.00	0.03	$820.00	$0.00	$28,150.00	$28,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,150.00
G011	113	COMMUNITY SERVICE AIDE	$27,306.00	$0.00	$27,306.00	0.03	$819.00	$0.00	$28,125.00	$28,125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,125.00
G012	113	COMMUNITY SERVICE AIDE	$25,541.00	$0.00	$25,541.00	0.03	$766.00	$0.00	$26,307.00	$26,307.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,307.00
G013	113	COMMUNITY SERVICE AIDE	$27,330.00	$0.00	$27,330.00	0.03	$819.90	$0.00	$28,150.00	$28,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,150.00
0014	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$607.00	$43,491.00	0.03	$1,304.73	$0.00	$44,796.00	$44,796.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,796.00
0015	113	OUTREACH SPECIALIST II	$29,186.00	$166.00	$29,352.00	0.03	$880.56	$0.00	$30,233.00	$30,233.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,233.00
0016	113	COMMUNITY SERVICE AIDE	$29,186.00	$0.00	$29,186.00	0.03	$875.58	$0.00	$30,062.00	$30,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,062.00
0017	113	LICENSED VOCATIONAL NURSE II	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
		Totals	$501,601.00	$939.00	$502,540.00		$15,075.35	$171.00	$517,788.00	$517,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$517,788.00

Hidalgo County

Department of Budget & Management

2013 Salary Schedule

COMMISSIONERS COURT

1293-441-00-340-013-3 / 4

PHEP GRANT

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	2013 ACTUAL SALARY	Other Allownaces					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PUBLIC HEALTH PREP COORD	$58,888.00	$0.00	$58,888.00	0.03	$1,767.00	$500.00	$61,155.00	$61,155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,155.00
0005	113	PUBLIC HEALTH PLANNER	$43,284.00	$205.00	$43,489.00	0.03	$1,304.67	$0.00	$44,794.00	$44,794.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,794.00
0007	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$0.00	$42,884.00	0.03	$1,287.00	$623.00	$44,794.00	$44,794.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,794.00
0008	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$0.00	$42,884.00	0.03	$1,287.00	$623.00	$44,794.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0011	113	HEALTH TECHNICIAN	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0014	113	ASSISTANT PUBLIC HEALTH PREPAREDNESS COORDINATOR	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,162.00
0015	113	PUBLIC HEALTH SPECIALIST	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0016	113	STRATEGIC NATIONAL STOCKPILE COORDINATOR	$40,078.00	$0.00	$40,078.00	0.03	$1,202.00	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0017	113	BI-NATIONAL COORDINATOR	$40,078.00	$0.00	$40,078.00	0.03	$1,202.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	PUBLIC HEALTH SPECIALIST	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$32,642.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,642.00
0019	113	PUBLIC HEALTH SPECIALIST	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
		Totals	$456,191.00	$205.00	$456,396.00		$13,692.92	$1,746.00	$471,836.00	$426,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$426,502.00

AI-40215 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to process the following invoice as a claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Billing Date	Amount
Verizon	10-5492-2863047639-10	08/01/13	$295.98
		Total	**$295.98**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-003-0-531

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

BUDGETARY IMPACT:

Attachments

Verizon Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 09:10 AM
Glinda Pacheco	Glinda Pacheco	08/15/2013 01:45 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mike Escaname Started On: 08/14/2013 04:10 PM

Final Approval Date: 08/23/2013

verizon

Telephone Number : 956 968-7541 711217
Account Number: 10 5492 2863047639 10
How to Reach Us : See page 2

COUNTY OF HIDALGO

Account Summary

Previous Charges	$ 570.52
Payment Received on Jul 22.	– 285.26
Past Due Charges (please pay now)	**$ 285.26**

Rd 8/13/13 # 384597

New Charges	
Verizon (page 3)	$ 295.98
Total New Charges Due Aug 26, 2013	**$ 295.98**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Aug 31, 2013.

Total Due	**$ 581.24**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 8/12/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 8/1-8/31/13
3 -1100-441-00-340- 003 -0- 531
PYMT AMOUNT$ 295.98 PO# N/A
APPROVED BY:

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 12 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2863047639 10
New Charges Due: Aug 26, 2013
Total Due: $ 581.24

210*HBRDA1
00001288 3S0000007647
10-TX 5492
9569687541 19711217

080113

Amount Paid :
$ ☐☐☐.☐☐

00001288 01 AB 0.384 SW080111 0009
COUNTY OF HIDALGO
1304 S. 25TH
EDINBURG TX 78542-7205

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2863047639 10N00000028526 00000058124 07

MONTHLY LOCAL SERVICE - REGULATED (Aug 1 to Aug 31)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	Federal Access Recovery Charge	1	.30	.30
2	Federal Access Recovery Charge	5	1.66	8.30
3	CentraNet access line	6	29.00	174.00
4	Feature package 1000	6	2.75	16.50
5	Federal Subscriber Line Charge	6	7.55	45.30
6	CentraNet Subscriber Line Credit	6	3.15	CR 18.90
			Subtotal	225.50

OPTIONAL SERVICE CHARGE

	Description	Qty	Unit Rate	
7	Premium Calling Plan	1	50.00	50.00
			Subtotal	50.00
	Total			**$ 275.50**

RATE ADJUSTMENTS

	Description	Qty	Amount	Days	
8	Rate decrease (Jul 2 to Jul 31) CentraNet Subscriber Line Credit	6	$ .00241	29	CR .42
9	Rate increase (Jul 2 to Jul 31) Federal Subscriber Line Charge	6	.00586	29	1.02
10	Rate increase (Jul 2 to Jul 31) Federal Access Recovery Charge	1	.00482	29	.14
11	Rate increase (Jul 2 to Jul 31) Federal Access Recovery Charge	5	.02655	29	3.85
	Total				**$ 4.59**

REGULATED SERVICE TAXES AND SURCHARGES

12	Cost of service surcharge	.39
13	9-1-1 Equalization Fee	.36
14	9-1-1 Fee	3.00
15	Federal Universal Service Fee	.21
16	Federal Universal Service Fee	CR 10.23
17	Federal Universal Service Fee from 07/02	22.16
	Total	**$ 15.89**
	Verizon regulated charges	***$ 295.98***
	Total Verizon charges	***$ 295.98***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 968-7541 956 968-0085 956 968-7542 956 969-8332
956 969-8470 thru 956 969-8471

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Customer Proprietary Network Information (CPNI) Notice

CPNI is information that relates to the type, quantity, destination, technical configuration, location, amount of use, and billing information of your telecommunications or interconnected VoIP services. This information is made available to us solely by virtue of our relationship with you. The protection of your information is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services such as video, wireless, Internet, and long distance. Visit verizon.com for a complete listing of our services and companies.

You may choose not to have your CPNI used for the marketing purposes described above

AI-40254 **Health & Human Services Dept. 11. E.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval for Hidalgo County Treasurer's Office / Payroll Division to continue payroll for employees currently paid from the Title V Child Health & Prenatal grant contracts which will end on 08/31/13. This request is to continue payroll from 09/01/13 until the FY 14 Title V Child Health & Prenatal grant contracts are received and accepted by Commissioner's Court.

BACKGROUND

04/02/13 - AI-37843 - Approval of Child Health FY 14 grant application renewal request.
04/02/13 - AI-37843 - Approval of Prenatal FY 14 grant application renewal request.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-051-4-xxx

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

BUDGETARY IMPACT:

Child Health FY 14
No local match required.

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-052-4-xxx

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

BUDGETARY IMPACT:

Prenatal FY 14
No local match required.

Attachments

email notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 01:09 PM
Manuel Chapa	Manuel Chapa	08/23/2013 09:11 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mike Escaname Started On: 08/16/2013 11:28 AM

Final Approval Date: 08/23/2013

Mike Escaname

From: Torres,Leroy (DSHS) <Leroy.Torres@dshs.state.tx.us>
Sent: Friday, August 16, 2013 9:35 AM
To: Mike Escaname
Cc: Eddie Olivarez - HCHHSD Chief Administrative Officer; 'Lydia Serna'
Subject: RE: Question on Status of FY 14 Title V Grant Contracts

Mike, the plan is to have the contract emailed before 9/1/13 and hopefully as soon as next week as noted below by the area that oversees this part of our business. Here is what I propose. If this does not happen and we get too close to 9/1/13, then email me and I will send you a letter of intent which will also stipulate how close we are to sending the contract, but hopefully we will have the contract to you by then. Let me know if this will work for you. Thanks.

The actual contracts should be emailed out by CSCU before 9/1/13 start date. Maybe some as soon as next week.

Leroy Torres
Contract Manager
Performance Management Unit
Contract Management Branch
Moreton Bldg. Room 255
Mail Code 1914
1100 W. 49th Street
Austin, Texas 78756-3199
512.776.3038
512.776.7136 FAX
leroy.torres@dshs.state.tx.us

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Friday, August 16, 2013 8:41 AM
To: Torres,Leroy (DSHS)
Cc: Eddie Olivarez - HCHHSD Chief Administrative Officer; 'Lydia Serna'
Subject: Question on Status of FY 14 Title V Grant Contracts

Good morning Leroy,

We understand DSHS is running a bit behind on completing the grant contracts for FY 14 to begin on 09/01/13.

Questions:

- Do you have an estimated date as to when Hidalgo County's Title V – Child Health & Prenatal grant contracts will be completed and provided to us?
- If the anticipated date falls beyond 09/01/13, we are wondering if we can obtain a "Letter of Intent" from DSHS stating the awards are forthcoming.

Any information you can provide will be greatly appreciated.

Thanks,

AI-40297 **Health & Human Services Dept. 11. F.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept the Interlocal Agreement with the University of Texas-Pan American. The purpose of the Agreement is to have UTPA assist with administering a $500 scholarship funded by the Office of Border Health grant.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-054-3-890

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

BUDGETARY IMPACT:

Funds available as of 8/22/13.

Attachments

OBHG

legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/20/2013 04:32 PM
Obdett Calzada	Obdett Calzada	08/22/2013 11:11 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mike Escaname Started On: 08/20/2013 03:58 PM

Final Approval Date: 08/23/2013

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE **COUNTY OF HIDALGO** AND
UNIVERSITY OF TEXAS-PAN AMERICAN

THIS Agreement is made on this the _____ day of _____, 2013, by and between the **UNIVERSITY OF TEXAS-PAN AMERICAN** hereinafter referred to as "UTPA," and the **COUNTY OF HIDALGO, TEXAS,** herinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNNESSETH:

WHEREAS, UTPA is a Texas public university located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of an Office of Border Health Grant in the amount of Two Thousand One Hundred Dollars and Zero Cents ($2,100.00) from the Department of State Health Services to be used to promote public health awareness activities along the border (*See* Exhibit "A");

WHEREAS, providing for a scholarship fund is an approved activity under the Grant;

WHEREAS, the County will provide Five Hundred Dollars and Zero Cents ($500.00) of Grant funds to the UTPA academic scholarship fund;

WHEREAS, the academic scholarship will be awarded during Border Binational Health Week 2013, which is set to occur on October 7-11, 2013.

WHEREAS, the academic scholarship shall be expended according to the terms and conditions prescribed in paragraph 1 below.

NOW, THEREFORE, UTPA and County, in consideration of the mutual covenants expressed herein and other valuable consideration, agree as follows:

1. The academic scholarship will be available to undergraduate students and is open to non U.S. Citizens who are eligible for the scholarship. To be eligible for the scholarship, the applicant must: (a) have either Junior or Senior status (b) have at least a 3.0 GPA, and (c) must submit a one-page essay to Hidalgo County Health and Human Services, attention Lauren Garcia.

2. The HIDA-REY Binational Health Council shall determine the recipient of the scholarship.

3. UTPA shall administer the scholarship according to its policies and procedures.

4. **Term.** This Agreement shall be in effect for a period of one (1) year from the date first written above and shall automatically renew for one additional one-year term unless otherwise terminated as provided herein.

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

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

7. **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 UTPA and County, and not otherwise.

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

9. **Notice.** Except as my 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 noticed delivered in accordance herewith:

If to District: University of Texas Pan-American
Attn: Yvette Padilla, Director of Stewardship and Annual Giving
1201 W. University Drive

Edinburg, Texas 78539

If to County: Hidalgo County, Texas
Attn: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

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

6. **Additional Documents.** The parties hereto covenant and agree that they will execute each 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.

7. **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.

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

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

10. **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 as often as may be appropriate.

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

12. **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.

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

this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

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

UNIVERSITY OF TEXAS-PAN AMERICAN

_____
Yvette Padilla, Director of Stewardship and Annual Giving

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FROM:

Office of Criminal District Attorney
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney

EXHIBIT “A”

Dept of State Health Services

Purchase Order

Dispatch via E-Mail

Payment Terms	Freight Terms	Ship Via
Net 30	N/A, Service, Pick up, N/A, DO NO	

If advertised by informal bid,Invitation for Offer,or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.

Purchase Order 53700-3-0000394231

Date	Revision	Page
05/13/2013		1

Ship To: Human Svcs: Warehouse (HSW)
Department of State Health Services
1111 W North Loop
Austin TX 78756
United States

Vendor: 1746000717
HIDALGO COUNTY
TOBACCO SETTLEMENT FUND
2810 S BUSINESS 281
EDINBURG TX 78539-6243

Bill To: Invoice-DSHS Fiscal Claims
Department of State Health Services
Claims Unit Mail Code 1940
PO Box 149347
Austin TX 78714
United States
Phone: 512-776-3210
Fax: 512-458-7442
Email: invoices@dshs.state.tx.us

Purchaser: Powell,Teri E (ECPS) 512/206-4579

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Event planning for HIDA REY BHC for Border Binational Health Week 2013 Year Round Activities	962-34	1.00 EA	2,100.00000	2,100.00	05/13/2013

Inter-local Cooperation Contracts ¿ TGC 791

Term 5/13/13 to 8/31/13
Services are to be performed in accordance to agency scope of work which has been provided to vendor

Vendor: Eduardo Olivarez
956-318-2426 FAX 956-318-2431

Agency Contact: Kathie Martinez
512/776-3736 FAX: 512/776-7262
kathie.martinez@dshs.state.tx.us

Purchaser: Teri Powell
512-206-4579 FAX 512-206-5552
teri.powell@hhsc.state.tx.us

Schedule Total 2,100.00

Item Total for Line 1 2,100.00

Total PO Amount 2,100.00

No substitutions or cancellations are permitted without prior approval by Dept of State Health Services. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Dept of State Health Services reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Dept of State Health Services and Contractor to attempt to resolve all disputes arising under the contract.

Authorized Signature

Teri Powell, CTPM

HHS ENTERPRISE CONTRACT AND PROCUREMENT SERVICES
TERMS AND CONDITIONS BELOW APPLY TO THIS CONTRACT

1. **RESPONSE REQUIREMENTS:**
   - 1.1. Respondent must show price per unit. Facsimile (fax) submissions will be accepted. The telephone number for FAX submission of bids is 1-512-206-5006. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Response must be submitted on form provided and returned to the location indicated.
   - 1.2. Person signing response must have the authority to bind the firm in a contract.
   - 1.3. Quote F.O.B. destination, freight prepaid and allowed. Otherwise, show exact delivery cost and terms.
   - 1.4. Response must include Texas Identification Number (TIN), or Federal Employer's Identification Number (FEIN), full firm name and address of respondent on the response.
   - 1.5. Additional terms and conditions attached to this solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.
2. **SPECIFICATION:**
   - 2.1. Catalog, brand names or manufacturer's references are descriptive only. Response must include the brand name and model number for exact product that is being offered. Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing style, general performance, and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacture
   - 2.2. No substitutions permitted without written approval of the HHS agency
   - 2.3. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, NEMA, or FCC.
   - 2.4. Respondent agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to use of products produced in the State of Texas when performing services under this contract.
   - 2.5. Prior to the response submission deadline, a respondent may:
     - 2.5.1. (1) withdraw its response by submitting a written request to the HHS Agency Point of Contact, or
     - 2.5.2. (2) Modify its proposal by submitting a written amendment to the HHS agency Point of Contact. The HHS agency may request proposal modifications at any time.
3. **SAFETY STANDARDS:**
   - 3.1. All electrical items shall meet applicable safety standards of the federal occupational safety and health administration (OSHA). By signature on the response the respondent certifies that item or item(s) offered meet these standards
   - 3.2. Vendor agrees to observe and encourage its employees and agents to observe safety measures and proper operating procedures at HHS agency sites at all times.
   - 3.3. Vendor will direct their employees or agents to immediately report to HHSC any defect or unsafe condition encountered while on HHSC premises.
4. **REQUIRED AFFIRMATIONS:** By signing this response the respondent affirms the following:
   - 4.1. The respondent has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this solicitation.
   - 4.2. Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the respondent has not received compensation for participation in the preparation of specifications for this solicitation.
   - 4.3. Antitrust - Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq. neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business & Commerce Code, Ann., Sec. 15.01, et seq. (1967).
   - 4.4. "Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate."
   - 4.5. Under Gov't Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
   - 4.6. If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the respondent certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any respondent subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the response. This information must be provided prior to award.
5. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**
   - 5.1. Responder certifies to the best of their knowledge and belief that by signing this solicitation response, the following:
     - 5.1.1. It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension.
     - 5.1.2. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
     - 5.1.3. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency.
     - 5.1.4. It is not subject to an outstanding judgment in a suit against vendor for collection of the balance of a debt.
     - 5.1.5. Where vendor/responder is unable to certify to any of the statements in this article, vendor/responder shall attach an explanation.
     - 5.1.6. Vendor/Responder shall not contract with a sub recipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.
     - 5.1.7. That none of the funds paid under this Contract will be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress or the state legislature or for obtaining any federal or state contract.
6. **COMPLIANCE:**
   - 6.1. Awarded Vendor shall comply with any and all applicable federal, state, and local laws, including, but not limited to: The Immigration Reform and Control Act of 1986, All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
   - 6.2. Immigration Reform: by this reference, Vendor will comply with all requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 (8 U.S.C. §1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this Agreement.
   - 6.3. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

6.4. Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position and Date of Employment with respondent
6.5. Conflict of Interest: Vendor will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Vendor will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Agreement with the State of Texas.
6.6. Legal Requirements & Permits: Respondent has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Respondent's performance of this Agreement. Respondent will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement
6.7. Independent Contractor: It is understood and agreed that the awarded contractor is an independent contractor that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of the other.

7. HHS Uniform EIR Accessibility Clause:

7.1. (a) Applicability. This section applies if the contract requires the CONTRACTOR to procure or develop Electronic and Information Resources (EIR) for [HHS AGENCY], or to change any of [HHS AGENCY's] EIR. This section also applies if the contract requires the CONTRACTOR to perform a service or supply goods that include EIR that: (i) [HHS AGENCY] employees are required or permitted to access; or (ii) members of the public are required or permitted to access.
7.2. This section does not apply to incidental uses of EIR in the performance of a contract, unless the parties agree that the EIR will become property of the state or will be used by the HHS agency's Client/Recipient after completion of the contract.
7.3. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.
7.4. (b) Definitions.
7.4.1. "Accessibility Standards" means the Electronic and Information Resources Accessibility Standards and the Web Site Accessibility Standards/Specifications.
7.4.2. "Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.
7.4.3. "Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in Volume 1 Texas Administrative Code Chapter 213.
7.4.4. "Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Texas Administrative Code Chapter 206.
7.4.5. "Products" means information resources technologies that are, or are related to, EIR.
7.5. (c) Accessibility Requirements. Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, [HHS AGENCY] must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, CONTRACTOR must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.
7.6. (d) Evaluation, Testing and Monitoring.
7.7. [HHS AGENCY] may review, test, evaluate and monitor CONTRACTOR's Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.
7.8. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the CONTRACTOR'S assertion of compliance with the Accessibility Standards.
7.9. CONTRACTOR agrees to cooperate fully and provide [HHS AGENCY] and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing and monitoring.
7.10. (e) Representations and Warranties.
7.11. CONTRACTOR represents and warrants that: (i) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an HHS agency's client or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless [HHS AGENCY and/or Client/Recipient, as applicable] uses the Products in a manner that renders it noncompliant.
7.12. In the event CONTRACTOR should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, CONTRACTOR represents and warrants that it will, in a timely manner and at no cost to [HHS AGENCY], perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.
7.13. CONTRACTOR acknowledges and agrees that these representations and warranties are essential inducements on which [HHS AGENCY] relies in awarding this contract.
7.14. CONTRACTOR's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.
7.15. (f) Remedies.
7.16. Pursuant to Texas Government Code Sec. 2054.465, neither CONTRACTOR nor any other person has cause of action against [HHS AGENCY] for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
7.17. In the event of a breach of CONTRACTOR's representations and warranties, CONTRACTOR will be liable for direct and consequential damages and any other remedies to which [HHS AGENCY] may be entitled. This remedy is cumulative of any and all other remedies to which [HHS AGENCY] may be entitled under this contract and other applicable law.

8. SECURITY OF INFORMATION: The HHS agency may be in possession of confidential information and material which require protection under applicable laws and regulations, as well as policies and procedures, of the State of Texas and the United States. Confidential information and material obtained within or from the HHS agency may not be discussed, communicated, copied, extracted, or used in any manner by Awarded Vendor other than in fulfillment of the contract resulting from this solicitation. All confidential material must be returned to the HHS agency on completion or as requested.

9. FELONY CONVICTION NOTICE: "Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised the HHS agency as to the facts and circumstances surrounding the conviction."

10. AWARD:

10.1. The HHS agency reserves the right to waive minor informalities in a proposal and award a contract that is in the best interest of the State of Texas. A "minor informality" is an omission or error that, in the HHS agency's determination, if waived or modified when evaluating proposals, would not give a bidder an unfair advantage over other bidders or result in a material change in the response requirements. When the HHS agency determines that a response contains a minor informality, it may at its discretion provide the respondent with the opportunity to correct.
10.2. EPLS-Suspension, debarment, and terrorism: bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the state of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in executive order 13224 entities ineligible for federal procurement are listed at http://www.epls.gov
10.3. The State reserves the right to make an award on the basis of low line item, low total of line items, or in any other combination that will serve the best interest of the State.
10.4. Tie responses-Awards will be made in accordance with Texas Administrative Code, Title 34, Part 1, 20.36(b)(3) (Awards), and 20.38 (Preferences).

10.5. A response to this solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become orders until a purchase order and/or contract is released by an HHS agency Purchasing Agent or designee through a written purchase order/contract. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.

10.6. Option to Extend Services: The respondent by submission of a response to this solicitation agrees that the HHSC may require continued performance, beyond the initial term or renewal contract term, of any of the herein described services at the rates specified herein. This option may be exercised more than once, for the purpose of meeting HHS agency procurement goals but the total extension of performance hereunder shall not exceed one hundred twenty (120) calendar days. Such extension of services shall be subject to all specifications and terms and conditions of the contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. The HHS agency may exercise this option upon notice to the awarded respondent.

10.7. As a result of the consolidation due to House Bill 2292 (HB 2292), some of the contracting and procurement activities for the HHS Agencies have been assigned to the Enterprise Contracting and Procurement Services (ECPS) section of HHSC. As such, ECPS will administer the initial stages of the procurement process, prior to the contract award, including announcement and publication, handling of communications from the respondent, as well as managing the receipt and handling of valid responses for final review and evaluation. ECPS directs the execution of the contract after the awarded vendor has been selected. The contract(s) issued as a result of this solicitation may be utilized by one or all of the Texas Health and Human Services (HHS) agencies listed below:

- Health and Human Services Commission (HHSC)
- Department of Family and Protective Services (DFPS)
- Department of State Health Services (DSHS)
- Department of Assistive and Rehabilitative Services (DARS)
- Department of Aging and Disability Services (DADS)

HHSC/ECPS will issue an individual purchase order, contract or release for each HHS agency, region, city, or location-requiring goods or services under the contract(s). Each purchase order will include the delivery/service location and bill to address for the HHS agency requesting goods/services.

11. DELIVERY:

11.1. Respondent must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Delivery shall be made during normal working hours only, unless prior approval has been obtained from the HHS agency.

11.2. If delivery will be delayed, contractor shall notify the HHS agency. Default in promised delivery or failure to meet specifications authorizes the HHS agency to purchase goods and/or services elsewhere and charge full increase, if any, in cost and handling to defaulting Contractor. Any damages incurred by the HHS agency as a result of the default may also be assessed to the defaulting Awarded Vendor.

11.3. Products delivered that fail to meet specifications or are not the actual item(s) awarded on the contract shall be rejected or returned at the vendor's expense. Item(s) will be purchased on the open market, and any resulting increase in price shall be charged to awarded vendor.

12. CANCELLATION OR EARLY TERMINATION:

12.1. CONVENIENCE: The HHS agency reserves the right to terminate, in whole or in part without recourse or penalty 30 days written notice to the Contractor, of its intent to terminate the contract.

12.2. CAUSE OR DEFAULT - This contract may be terminated immediately by the HHS agency for any failure of the awarded vendor(s) to comply with the terms and conditions of the contract.

12.3. EXCESS OBLIGATIONS - The purchase order and/or contract awarded from this solicitation is subject to termination or cancellation, without penalty to HHSC, either in whole or in part, subject to the availability of state funds. HHSC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. HHSC will not be liable to respondent for any damages, which are caused or associated with such termination or cancellation and HHSC will not be required to give notice.

12.4. Abandonment or Default: If the Respondent abandons or defaults work on this contract and causes the work to be re-bid, the Respondent may not be considered on future bids to perform similar work. Damages for abandonment or default of this contract by the Respondent may be assessed at HHSC's option.

12.5. HHSC may cancel all or any part of the resulting purchase order and /or contract if the awarded contractor fails to comply with any requirement of the purchase order and/or contract, including but not limited to this solicitation and its General Terms and Conditions. HHSC may also obtain substitute goods and services, may withhold acceptance and payments to the awarded respondent and may pursue all rights and remedies against the awarded respondent under the purchase order and/or contract and any applicable law. In addition, HHSC will report defaulting awarded contractor to the Texas Procurement and Support Services (TPASS) for possible action against defaulting contractor, including but not limited to removal from the TPASS Centralized Master Bidders List (CMBL).

12.6. Right to Recover: HHSC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to HHSC under the purchase order and/or contract under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at contractor's request or if termination or cancellation is for cause. This right is in addition to any other remedies available to HHSC under the purchase order and/or contract or under applicable law.

13. RESPONSIBILITY FOR NEGLIGENCE: Awarded Vendor agrees to bear all risk of loss or damage to the product due to defects therein, unfitness or obsolescence thereof, and negligence or willful misconduct of Awarded Vendor or its employees, agents, or representatives.

14. FORCE MAJEURE: Neither party shall be liable for any failure or delay in performing its contract obligations if such failure or delay is due to any cause beyond the reasonable control of such party, including, but not limited to, unusually severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God.

15. PATENTS OR COPYRIGHTS: Awarded Vendor(s) must defend, at its own expense, any action brought against the State of Texas to the extent that it is based on a claim that the product(s) supplied by Awarded Vendor or the operation of such product(s) pursuant to the current release and modification level on any programming aid, infringes a United States patent, copyright, or trade secret. Awarded Vendor(s) must pay those costs and damages finally awarded against the State of Texas in any such claim

16. WORK MADE FOR HIRE. All work performed pursuant to this Contract, developed or prepared for the HHS agency, is the exclusive property of the HHS agency. All right, title and interest in and to said property shall vest in the HHS agency upon creation and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in the HHS agency, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the HHS agency. The HHS agency shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give the HHS agency and the State of Texas, as well as any person designated by the HHS agency and the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

17. REPRODUCTION RIGHTS: Awarded Vendor(s) agrees that the HHS agency is free to reproduce, without royalty, all manuals, publications, maintenance programs, diagnostics and documents for exclusive use by the HHS agency for State of Texas business. The HHS agency is free to reproduce, without royalty, necessary material selectively extracted from publications provided, for incorporation into the HHS agency-published manuals, which are for exclusive use by State-authorized systems. Any proprietary statement contained in any document will be referenced if that document, or any part thereof, is used.

18. TEXAS PUBLIC INFORMATION ACT: Responses submitted to this solicitation are subject to release by the HHS agency under Texas Government Code, Chapter 552 (Texas Public Information Act), unless responses, or specific parts thereof, can be shown to fall within one or more of the exceptions listed in the Act. If the Respondent believes that parts of a response are exempt from disclosure under the Texas Public Information Act, Respondent must specify those parts and the exception(s) that it believes apply, with specific detailed reasons. Vague and general claims to confidentiality are not acceptable; the HHS agency must have sufficient information to give to the Attorney General of Texas if his/her opinion is requested. The Attorney General of Texas has previously ruled that the exception in Texas Government Code, Section 552.014 (advantage to competitors or respondents), generally does not apply after the contract has been awarded.

19. **REQUESTS FOR INFORMATION** The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the HHS agency and its authorized agents except as otherwise provided by this Contract or after obtaining written permission of the HHS agency
20. **INDEMNIFICATION:** Awarded Vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Awarded Vendor or any agent, employee, subcontractor, or supplier of Awarded Vendor in the execution or performance of this contract.
21. **RIGHT TO AUDIT:** Contractor 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. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
22. **DEFAULT:** Contractor shall comply with and act in good faith in the performance of all provisions of this Contract and any amendments.
23. **REMEDIES AND SANCTIONS:** In accordance with §2261.101, Government Code Remedies and Sanctions: – agencies shall incorporate language which shall hold contractors accountable for breach of contract or substandard performance without unfairly limiting competition.
    23.1. The HHS agency may impose remedies and sanctions as described in this solicitation for Contractor's default under this Contract. The HHS agency at its own discretion may impose as many remedies and sanctions as appropriate on a case-by-case basis.
24. **RECORDS RETENTION:** Contractor must retain all invoices, records and other documents pertinent to this contract until four (4) years following the expiration or termination of this contract, until any audits in progress are completed or until any lawsuits relating to this contract are resolved whichever is later.
25. **PAYMENT:** Prior to any payment being made, the HHS agency must certify that the goods and services being invoiced have been received and accepted. Awarded Vendor shall submit an itemized invoice showing the HHS agency purchase order or contract number. Payment shall be made in accordance with the Texas Government Code, Chapter 2251 (Texas Prompt Payment Act).
26. **ASSIGNMENT BY CONTRACTOR:** Awarded Vendor shall not assign all or any portion of its rights under or interests in this contract without prior written consent of the HHS agency contract manager. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by the HHS agency contract manager, assignment will not release Awarded Vendor from its obligations pursuant to this contract.
27. **PAYMENT OF CONTRACTOR DEBT:** In accordance with Texas Government Code, Section 403.055(h), Respondent agrees that any payments due to the Awarded Vendor under this contract will be applied toward any debt, including but not limited to delinquent taxes and child support, which is owed by the Awarded Vendor to the State of Texas. Payments will be so applied until such debts and back taxes are paid in full. Federal law may super cede this requirement.
28. **DISCLOSURE OF INFORMATION:** The Comptroller General of the United States, or any of its duly authorized representatives, must have access to any books, documents, papers and records of the Awarded Vendor which are directly pertinent to this contract.
29. **GOVERNING LAW:** This contract is being executed and delivered to the State of Texas. This contact is intended to be performed in the State of Texas and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this contract. The venue of any suit brought as a result of the contract/agreement shall be held in any competent court of jurisdiction in the county in which the goods and services are received. If any part of the contract shall be held unenforceable, the rest of the contract will nevertheless remain in full force and effect. The contract represents the entire agreement of the parties; any amendment thereof must be in writing and signed by the parties.
30. **DISPUTE RESOLUTION:** The dispute resolution process, provided for in Texas Government Code, Title 10, Chapter 2260, shall be used by HHS Agency and the contractor to attempt to resolve any claim for breach of contract made by the contractor.
31. **COMPLIANCE WITH STATE AND FEDERAL ANTI-DISCRIMIMNATION LAWS**
    31.1. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation: 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); 2) Sec. 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); 3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); 4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); 5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); 6) Food Stamp Act of 1977 (7 U.S.C. §200 et seq.); 7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement. Contractor agrees to comply with all amendments to the referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
    31.2. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. CONTRACTOR agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
    31.3. Contractor agrees to comply with Executive Order 13279, and it's implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
    31.4. Upon request, Contractor will provide THE HHS agency with copies of all of the Contractor's civil rights policies and procedures.
    31.5. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. T his notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to: HHSC Civil Rights Office, 701 W. 51st Street, mail code W206, Austin, Texas 78751. Phone toll free: (888) 388-6332; phone: (512) 438-7232; TTY Toll free: (877) 432-7232; Fax: (512) 438-5885

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "'Lauren Garcia'" <lauren.garcia@hchd.org>
Cc: "'Brenda Salazar'" <brenda.salazar@hchd.org>, "'Mike Escaname'" <mike.escaname@hchd.org>, josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: BBHW 2013 activities
Date: 8/20/2013 3:20:01 PM

Attached is the final version of the interlocal that is approved as to form.

Let me know if I can be of further assistance.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

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****

From: Lauren Garcia [mailto:lauren.garcia@hchd.org]
Sent: Tuesday, August 20, 2013 3:01 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: Brenda Salazar; 'Mike Escaname'; josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: BBHW 2013 activities

Mr. Garza,

The Interlocal Agreement looks great, could you send me the final copy. We will be working on getting it on the agenda for Commissioner's Court for August 27, 2013.

Thank you for your assistance.

Lauren Irma Garcia, MPA

Hidalgo County Health and Human Services

Public Health Tech II

lauren.garcia@hchd.org

Office: (956) 318-2426

Mobile: (956) 432-1715

1304 S. 25th Avenue

Edinburg, Texas 78539

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, August 20, 2013 1:33 PM
To: 'Lauren Garcia'
Cc: 'Mike Escaname'; 'Josephine Ramirez'; victor.garza@da.co.hidalgo.tx.us; 'Brenda Salazar'
Subject: RE: BBHW 2013 activities

Ms. Garcia,

Attached please find the draft Interlocal Agreement that I revised. Please review it and let me know if the changes are adequate.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

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****

From: Lauren Garcia [mailto:lauren.garcia@hchd.org]
Sent: Monday, August 19, 2013 11:50 AM
To: michael.garza@da.co.hidalgo.tx.us; 'Brenda Salazar'
Cc: 'Mike Escaname'; 'Lauren Garcia'; 'Josephine Ramirez'; victor.garza@da.co.hidalgo.tx.us
Subject: RE: BBHW 2013 activities

Mr. Garza,

The HIDA-REY Binational Health Council will determine the recipient of the scholarship and UTPA will administer it. The 1 pages essays will be submitted to Hidalgo County Health and Human Services (primary contact: Lauren Garcia)

If you need more information, let us know!

Lauren Irma Garcia, MPA

Hidalgo County Health and Human Services

Public Health Tech II

lauren.garcia@hchd.org

Office: (956) 318-2426

Mobile: (956) 432-1715

1304 S. 25th Avenue

Edinburg, Texas 78539

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Monday, August 19, 2013 11:38 AM
To: 'Brenda Salazar'
Cc: 'Mike Escaname'; 'Lauren Garcia'; 'Josephine Ramirez'; victor.garza@da.co.hidalgo.tx.us
Subject: RE: BBHW 2013 activities

Brenda,

Who will administer the scholarship and make the determination as to the recipient of the scholarship? Also, who will receive and review the 1 page essay? This information is need for the agreement.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

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****

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Monday, August 05, 2013 10:06 AM
To: michael.garza@da.co.hidalgo.tx.us
Cc: 'Mike Escaname'; 'Lauren Garcia'
Subject: FW: BBHW 2013 activities

Hello, Michael,

Scholarship is an allowed activity; please see response below from DSHS.

Thank you!

Brenda G. Salazar

Public Health Technician III

Hidalgo County Health & Human Services

1304 S. 25th Ave.

Edinburg, Texas 78542

956-383-6221, Ext. 377

-----Original Message-----
From: Martinez,Kathie (DSHS) [mailto:Kathie.Martinez@dshs.state.tx.us]
Sent: Thursday, August 01, 2013 9:22 AM
To: Brenda Salazar
Cc: 'Mike Escaname'; 'Lauren Garcia'
Subject: RE: BBHW 2013 activities

Hi Brenda,

I received an answer this morning on question #1. The $500 academic scholarship is an allowed activity under the funding's work plan. Our federal funder just does not want it to become an institutionalized activity.

Thanks, Kathie

From: Martinez,Kathie (DSHS)
Sent: Wednesday, July 31, 2013 3:22 PM
To: 'Brenda Salazar'
Cc: 'Mike Escaname'; 'Lauren Garcia'
Subject: RE: BBHW 2013 activities

Hi Brenda,

Just wanted to let you know that I have not forgotten about you and this email. I am awaiting response from both our grants office and the federal grant office to ensure academic scholarships are allowable expenses. But I can answer question 2 right now. We do consider your work plan as the scope of work.

As soon as I receive an answer to question 1, I will respond.

Thanks, Kathie

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Thursday, July 25, 2013 5:02 PM
To: Martinez,Kathie (DSHS)
Cc: 'Mike Escaname'; 'Lauren Garcia'
Subject: BBHW 2013 activities

Good afternoon, Kathie!

We are planning BBHW activities and are processing requests for purchase orders before the grant deadline. As you are aware, one of the activities that we had proposed to do under the BBHW planning meetings activity, we would like to utilize $500 from that activity to fund an academic scholarship to be awarded during the BBHW 2013 3rd Annual HIDA-REY Public Health Forum. We are currently working with the UTPA Annual Giving Department and the County's District Attorney's office to accomplish this activity, but our DA has two concerns:

1. Is a $500 academic scholarship an allowed activity under this funding's work plan?
2. Also, in the contract (purchase order), it is worded that the "agency must adhere to the scope of work that has been provided to vendor" – do you consider the scope of work referenced in the purchase order, our work plan that was submitted to you? This is a concern to the DA, since the only documentation we have received regarding the funding is a purchase order from DSHS to Hidalgo County.

Please advise as soon as possible, so that we can accomplish this activity and provide an opportunity to enhance our future public health workforce.

Thank you for your time and assistance.

Brenda G. Salazar

Public Health Technician III

Hidalgo County Health & Human Services

1304 S. 25th Ave.

Edinburg, Texas 78542

956-383-6221, Ext. 377

AI-40184 **HIDTA - Task Force 13. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Approval to process the following AT&T invoices as claims with authority for the County Treasurer to issue payment/check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Billing Date	Amount
AT&T	956-381-0444-7233	6/9/13	176.51
AT&T	956-381-0444-7233	7/9/13	171.01
		Total	**347.52**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1252-412-00-270-012-0-531

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

BUDGETARY IMPACT:

Funds available as of 8/14/13.

PO#690007

Attachments

June 2013 Billing

July 2013 AT&T Billing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:27 PM
Glinda Pacheco	Glinda Pacheco	08/14/2013 04:48 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Nelda Olivarez Started On: 08/13/2013 03:41 PM

Final Approval Date: 08/23/2013

HIDALGO COUNTY HIDTA
TASK FORCE
PO BOX 5719
MCALLEN TX 78502 - 5719

Page 1 of 5
Account Number 956 381-0444 723 3
Billing Date Jun 9, 2013

Web Site att.com

at&t

Monthly Statement

JUN 20 2013

Bill-At-A-Glance

Previous Bill CK# 0200385689 → $325.96	417.53
Payment CK# 0200385689 → $91.57 CC approved pden 6/25/13	.00
Adjustments	.00
Past Due - Please Pay Immediately	417.53
Current Charges	176.51
Total Amount Due	**$594.04**
Current Charges Due in Full by	Jul 3, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	136.14
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
AT&T Long Distance	2	40.37
1 800 559-7928		
Total Current Charges		176.51

HIDALGO COUNTY HIDTA TASK FORCE
(1) GOODS/SERVICES RECEIVED BY: DATE: 7/10/13
(2) INVOICE RECEIVED BY: DATE: 7/10/13
(3) APPROVE / DEPT HEAD DATE:

3-1252-413-0270-012-0531 ACCOUNT NO. PO# 490007
ACCOUNT NO. PO#
ACCOUNT NO. PO#

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jun 9 thru Jul 8

Charges for 956 381-0444

1. Monthly Charges	2.15
2. Basic Local Service - Business	22.36
Total Charges for 956 381-0444	24.51

Charges for 956 381-0639

3. Monthly Charges	2.15
4. Basic Local Service - Business	22.36
Total Charges for 956 381-0639	24.51

Charges for 956 381-5434

5. Monthly Charges	2.15
6. Basic Local Service - Business	22.36
Total Charges for 956 381-5434	24.51

Charges for 956 381-8722

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 381-8722	22.15
Total Monthly Service	**95.68**

Directory Assistance

411

9.	2 Call(s) billed at $1.99 each	3.98

Local Toll

Charges for 956 381-0639

Directory Assistance Calls

Dialed	411:	2	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

10. Federal Subscriber Line Charge	21.96
11. 911 Fee	2.24
12. Federal Universal Service Fee	3.80
13. Municipal right-of-way Fee	8.48
Total Surcharges and Other Fees	**36.48**

Taxes

14. Federal	.00
15. State and Local	.00
Total Taxes	**.00**

Total Plans and Services **136.14**

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

HIDALGO COUNTY HIDTA
TASK FORCE
PO BOX 5719
MCALLEN TX 78502 - 5719

Account Number 956 381-0444 723 3
Billing Date Jul 9, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	594.04
Payment CC Approved Claim -	417.53CR
Adjustments	.00
Past Due - Please Pay Immediately	176.51
Current Charges	171.01
Total Amount Due	**$347.52**
Current Charges Due in Full by	Aug 1, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	127.42
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
AT&T Long Distance	2	43.59
1 800 559-7928		
Total Current Charges		171.01

HIDALGO COUNTY HIDTA TASK FORCE
(1) GOODS/SERVICES RECEIVED BY: DATE: 7/9/13
(2) INVOICE RECEIVED BY: DATE: 7/9/13
(3) APPROVE / DEPT HEAD DATE:
3-1253-413-00-370-053 PO# 69007
ACCOUNT NO.
ACCOUNT NO. PO#
PO#

News You Can Use Summary

- PREVENT DISCONNECT
- CHANGES IN TERMS
- FEDERAL FEE INCREASE
- LONG DIST. PROVIDERS
- YOUR CUSTOMER RIGHTS

See "News You Can Use" for additional information

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	7-01	Payment		417.53

Plans and Services

Monthly Service - Jul 9 thru Aug 8

Charges for 956 381-0444	
2. Monthly Charges	2.15
3. Basic Local Service - Business	22.36
Total Charges for 956 381-0444	24.51
Charges for 956 381-0639	
4. Monthly Charges	2.15
5. Basic Local Service - Business	22.36
Total Charges for 956 381-0639	24.51
Charges for 956 381-5434	
6. Monthly Charges	2.15
7. Basic Local Service - Business	22.36
Total Charges for 956 381-5434	24.51
Charges for 956 381-8722	
8. Monthly Charges	1.30
9. Basic Local Service - Business	20.85
Total Charges for 956 381-8722	22.15
Total Monthly Service	**95.68**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jul 2, 2013				
(Monthly Charges are Prorated from Jul 2, 2013 through Jul 8, 2013)				
10.	Federal Universal Service Fee	3		.01
11.	Federal Subscriber Line Charge	3		.17
12.	Federal Universal Service Fee	1		.00
13.	Federal Subscriber Line Charge	1		.06
Activity on Jun 17, 2013				
Order No. A004910				
Charges for 956 381-0444				
14.	Interest on State Cost Recovery Fee Refund	1		.03CR

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

Return bottom portion with your check in the enclosed envelope.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

AI-40205 **Urban County 14. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Lupita Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a Program Amendment for City of Mercedes Year 25 (2012) Urban County Program workplan. The proposed amendment will add sanitary sewer improvements to the already approved water/sewer improvements activity funding in the amount of $76,987.00. There will be no budgetary changes.

BACKGROUND

The proposed amendment for the City of Mercedes will add the sanitary sewer improvements to include but not limited to the installation of sewer line, a grinder pump station inside the proposed city of Mercedes –FEMA Safe Shelter site and a two to four inch PVC sanitary force main starting at the Safe Shelter site on Vermont Avenue , and going south on Vermont Avenue a distance of approximately 495 feet on Armory Drive, then east of Armory Drive a distance of approximately 848 feet to tie in to an existing manhole at Washington Avenue. A public hearing was held at the Mercedes City Hall on August 6, 2013 at 6:00 P.M. Citizen participation was met.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/14/2013 02:05 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mary Flores Started On: 08/14/2013 01:45 PM

Final Approval Date: 08/23/2013

PUBLIC HEARING NOTICE
CITY OF MERCEDES

Published On: July 31, 2013

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, **City of Mercedes** will conduct a Public Hearing to solicit input from interested parties on the City's proposed program amendment to its Urban County Program, **Year 25 (2012).**

En cumplimiento de los requisitos Community Development Block Grant (CDBG), Ciudad de Mercedes llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en la propuesta de modificación del programa de la Ciudad para su Programa Urbano del Condado, año 25 (2012).

The Public Hearing will be held on, **Tuesday, August 6, 2013 at 6:00 P.M. at the City of Mercedes City Hall located at 400 S. Ohio Avenue, Mercedes Texas 78570.**

La Audiencia Pública se llevará a cabo en, **Martes, 06 de agosto 2013 a las 6:00 PM en la ciudad de Mercedes City Hall ubicado en 400 S. Ohio Avenue, Mercedes de Texas 78570**

Existing	Year 25 (2012) Activities	Proposed
$76,987.00	Water/Sewer Improvements	$76,987.00
$76,987.00	**TOTALS:**	**$76,987.00**

The proposed amendment will **not** have any budgetary changes , it will however add sanitary sewer improvements to the already approved waterline extension project. Additional sewer improvement project will include the installation of sewer line to include but not limited to a grinder pump station inside the proposed City of Mercedes – FEMA Safe Shelter site and a two to four inch (2" – 4") PVC sanitary force main starting at the Safe Shelter site on Vermont Ave. and going south on Vermont Ave. 495 feet to Armory Drive, then east on Armory Drive a distance of approximately 848 feet to tie in to an existing manhole at Washington Ave.

La enmienda propuesta no tendrá modificaciones presupuestarias, sin embargo, se añade mejoras de alcantarillado sanitario al proyecto de ampliación de la línea de flotación ya aprobado. Proyecto de mejora de alcantarillado adicional incluirá la instalación de la tubería de drenaje para incluir, pero no limitarse a una estación de bombeo en el interior del molino de Ciudad propuesta de Mercedes - FEMA sitio de refugio seguro y una de dos pulgadas a cuatro (2 "- 4") Fuerza de PVC sanitario principal partida en el lugar de refugio seguro en Vermont Avenue. y hacia el sur en la Vermont Avenue. 495 pies a Armory Drive, a continuación, al este de Armory Drive unidad una distancia de aproximadamente 848 metros para empatar a un pozo de registro existente en Washington Ave.

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localicada:
3304 West Alberta Road., Edinburg, Texas 78539 or call (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Mayor/Alcalde: Henry Hinojosa
City of Mercedes
400 S. Ohio Avenue
Mercedes, Texas 78570
(956)-565-3114

PUBLIC NOTICE

PUBLIC HEARING NOTICE
CITY OF MERCEDES
Published On: July 31, 2013
PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, City of Mercedes will conduct a Public Hearing to solicit input from interested parties on the City's proposed program amendment to its Urban County Program, Year 25 (2012).

En cumplimiento de los requisitos Community Development Block Grant (CDBG), Ciudad de Mercedes llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en la propuesta de modificación del programa de la Ciudad para su Programa Urbano del Condado, año 25 (2012).

The Public Hearing will be held on, Tuesday, August 6, 2013 at 6:00 P.M. at the City of Mercedes City Hall located at 400 S. Ohio Avenue, Mercedes Texas 78570.

La Audiencia Pública se llevará a cabo en, Martes, 06 de agosto 2013 a las 6:00 PM en la ciudad de Mercedes City Hall ubicado en 400 S. Ohio Avenue, Mercedes de Texas 78570

Existing	Year 25 (2012) Activities	Proposed
$76,987.00	Water/Sewer Improvements	$76,987.00
$76,987.00	TOTALS:	$76,987.00

The proposed amendment will not have any budgetary changes , it will however add sanitary sewer improvements to the already approved waterline extension project. Additional sewer improvement project will include the installation of sewer line to include but not limited to a grinder pump station inside the proposed City of Mercedes – FEMA Safe Shelter site and a two to four inch (2" – 4") PVC sanitary force main starting at the Safe Shelter site on Vermont Ave. and going south on Vermont Ave. 495 feet to Armory Drive, then east on Armory Drive a distance of approximately 848 feet to tie in to an existing manhole at Washington Ave.

La enmienda propuesta no tendrá modificaciones presupuestarias, sin embargo, se añade mejoras de alcantarillado sanitario al proyecto de ampliación de la línea de flotación ya aprobado. Proyecto de mejora de alcantarillado adicional incluirá la instalación de la tubería de drenaje para incluir, pero no limitarse a una estación de bombeo en el interior del molino de Ciudad propuesta de Mercedes - FEMA sitio de refugio seguro y una de dos pulgadas a cuatro (2 "- 4") Fuerza de PVC sanitario principal partida en el lugar de refugio seguro en Vermont Avenue. y hacia el sur en la Vermont Avenue. 495 pies a Armory Drive, a continuación, al este de Armory Drive unidad una distancia de aproximadamente 848 metros para empatar a un pozo de registro existente en Washington Ave.

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For more information, please come by our office at:
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3304 West Alberta Road., Edinburg, Texas 78539 or call (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Mayor/Alcalde: Henry Hinojosa
City of Mercedes
400 S. Ohio Avenue Mercedes, Texas 78570 (956)-565-3114

City of Mercedes
Urban County Program
Public Hearing on Program Amendment

Sign-In Register
400 S. Ohio Ave. Mercedes City Hall – Commission Chambers
August 6, 2013
6:00 P.M.

	Name	City Address
1.	Olga Rosas	400 S. Ohio Ave. Mercedes, Tx. 78570
2.	Armando Garcia	429 Patricia, Mercedes, TX 78570
3.	Veronica Martinez	962 Closner Blvd, Mercedes, TX 78570
4.	Armando E Martinez	962 Closner Blvd Mercedes Tx 78570
5.	PETRA V. Vidales	425 Mockingbird Lane Mercedes
6.	Mario Ramirez	202 Dawson Mercedes Tx.
7.	Rebecca M. Salinas	12273 mile 2E, Mercedes, TX
8.	Rodolfo Salinas	12273 mile 2E, Mercedes, TX
9.	Rebeca Martinez	1231 E. 8th St Mercedes, TX
10.	Pete Martinez III	1231 E. 8th St Mercedes, TX
11.	DAN HAMILTON	GMES - 2020 E. Expwy 83 - Mercedes, Tx.
12.	Jose L. Muniz	926 S. Virginia, Mercedes, Tx
13.	Antonio Aguilar	400 S. Ohio Ave, Mercedes TX
14.	Marisol Vidales	434 S. Ohio Ave., Mercedes TX 78570
15.	Jesse Villarreal	171 Prosperity Dr. Mcal TX

	Name	City Address
16.	Michelle Leftwich	400 S. Ohio Mercedes, TX 78570
17.	Quentin Anderson	402 E. Tyler Harlingen TX 78550
18.	Robert Rodriguez	402 E. Tyler Harlingen TX 78550
19.	JEFF C. RIVIERA	700 S. TEXAS AVE MERCEDES, TX 78570
20.	Martha Mena	700 S. Texas Ave., Mercedes, TX 78570
21.	Armando Gutierrez	2020 Hwy 83, Mercedes, TX 78570
22.	Amanda Morales	400 S. Ohio Ave. Mercedes, TX 78570
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NOTES:

In compliance with the Community Development Block Grant (CDBG) requirements, the City of Mercedes held a public hearing on Tuesday, August 6, 2013 at 6:00 p.m. on the City's proposed program amendment to its Urban County Program Year 25 (2012). At 6:26 pm Mayor Henry Hinojosa opened the public hearing. The City Manager gave a brief explanation as to the reason behind the amendment. It was explained to the Mayor, Commission and the audience that initially when the work plan was drawn up the proposed cost estimate to extend the adequate infrastructure to the community safe room site was not clear. As plans were drawn up a revised cost estimate was submitted thus leaving some room to add to what was initially proposed. The initial work plan called for the extension of a waterline only. At this time what is being proposed is to add sanitary sewer improvements to include the installation of a sewer line and a grinder pump station to the already approved waterline extension to the project. The City Manager pointed out that the proposed amendment would not have any budgetary changes to the program. There being no further questions or discussion from the audience or commission the Mayor closed the public hearing at 6:40 P.M.

August 9, 2013

To Whom It May Concern:

I, Arcelia L. Felix, City Secretary of the City of Mercedes, do hereby certify that the attached is a true and correct draft excerpt copy of Agenda Item #8 of the minutes of the Mercedes City Commission at the City Commission meeting held August 6, 2013, which files are located at City Hall.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and seal of the City of Mercedes on this the 9th day of August, 2013.

SEAL

Arcelia L. Felix
City Secretary

MERCEDES CITY COMMISSION
REGULAR MEETING
AUGUST 6, 2013 - 6:00 P.M.
MERCEDES CITY HALL - COMMISSION CHAMBERS

MEMBERS PRESENT:	Henry Hinojosa	Mayor
	Jose M. Gomez	Commissioner
	James Howard Wade, Jr.	Commissioner
	Dianna G. Tovar	Commissioner
	Rodolfo Z. Rodriguez	Commissioner
	Ricardo Garcia	City Manager
	Juan Molina	City Attorney

MEMBERS ABSENT: none

Staff: Michelle Leftwich, Amanda Morales, Marisol Vidales, Jesse Villarreal, Olga Maldonado, Olga Rosas and Tony Aguilar

8.) PUBLIC HEARING REGARDING URBAN COUNTY PROPOSED PROGRAM AMENDMENT TO PROGRAM YEAR 25 (2012).

Mayor Hinojosa opened the public hearing at 6:36 PM. City Manager Ricardo Garcia said, " the City Commission approved the Urban County Program allocating funding for the water line extensions to the proposed dome shelter north of town. Now that we have started the engineering phase, there may be some money left over on that line item so that we may be able to do some sewer line improvements as well. This will not add any money. We are just adding sewer improvements to the line item so that if there is money left over, we would be able to use it and finish out the Urban County funds." There were no comments from the audience and the Public hearing was closed at 6:40 PM.

- DISCUSSION AND POSSIBLE ACTION REGARDING URBAN COUNTY PROPOSED PROGRAM AMENDMENT TO PROGRAM YEAR 25 (2012).

Commissioner Rodriguez made a motion to approve the Urban County program amendment to program year 25 (2012). The motion was seconded by Commissioner Wade and passed unanimously.

city of **mercedes**
It Starts Here!

COPY

NOTICE

NOTICE is hereby given that the City Commission of the City of Mercedes, Texas will meet in a ***Regular Meeting*** on Tuesday, August 6, 2013 at 6:00 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed on the attached agenda.

If during the course of this meeting, the City Commission should determine that a closed or executive meeting or session of the City Commission is required, then such closed or executive meeting or session as authorized by the Texas Open Meeting Act, Texas Government Code Section 551.001, et. seq., will be held by the City Commission at the date, hour, and place indicated in this Notice-Agenda or as soon after the commencement of the meeting covered by this Notice/Agenda as the City Commission may conveniently meet in such closed door or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the section and purpose covered by the following section of the Texas Government Code: 551.071 through 551.087. Should any final action, decision, or vote be required in the opinion of the City Commission with regard to any matter considered in such closed or executive meeting or session, then the final action, decision, or vote shall be either in the open meeting, or at a subsequent public meeting upon notice therefore, as the City Commission shall determine.

This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 2ND DAY OF AUGUST, 2013.

ATTEST:

Arcelia L. Felix, City Secretary
Time of Posting: 1:00 P.M.

ACCESSIBILITY STATEMENT

The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.

MERCEDES CITY COMMISSION
REGULAR MEETING
AUGUST 6, 2013 6:00 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS

COPY

1.) Call Meeting to Order. Mayor

2.) Establish Quorum. Mayor, Gonzo, Guajardo, Rdgz., Wade

3.) Invocation. Maria Ramirez

4.) Pledge of Allegiance. Rdgz.

5.) Open Forum- Ernie Guerrero Cons - Star Ambulance. good job
Maximum length of time of forum is thirty minutes with individual presentations limited to a maximum of five minutes. The City Commission can take no formal action on any matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up once the meeting has commenced. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing.

All presentations involving personnel shall be directed to the City Manager. By Charter, the City Manager is exclusively given authority over personnel matters, including complaints against city personnel. All complaints against city personnel will be addressed pursuant to Mercedes Personnel Policies.
Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission may be asked to discontinue their comments. The City Manager will be responsible for notifying each presenter that their five-minute time limit has expired.

6.) Consent Agenda (Ordinance No. 98-21): Motion to approve as read Guajardo/Rdgz. Motion passes
A.) Approval of Minutes for City Commission meeting (s) held July 16, 2013.
B.). Approval of change order to contract with Clore Construction, LLC. (#2013/08/06A)
C.) Approval of interlocal agreement with Lower Rio Grande Valley Development Council for E911 Public Safety answering point services (#2013/08/06B)
D.) Approval of change order to contract with Reim Construction. (#2013/08/06C)
E.) Approval of request by Mercedes I.S.D. for use of bottom part of civic center on August 6, 2013.
F.) Approval of request by Mercedes I.S.D. for use of BBQ pits at civic center August 18-19.
G.) Second and final reading of Ordinance No. 2013-11 re-zoning Lot 4-11, Block 122, Mercedes Original Townsite Subdivision, Mercedes, Hidalgo County, Texas from "B Two Family Residence" to "C-1 Apartments"

7.) Presentation of audit report on EDC Loans. (Long, Chilton, LLP) Quentin Anderson present to make presentation

8.) Public Hearing regarding Urban County proposed program amendment to Program Year 25 (2012). (City Manager) Open 6:26
- Discussion and possible action regarding Urban County proposed program amendment to Program Year 25 (2012). Discussion/Explanation
Motion to approve Rdgz./Wade. Motion passes. Closed 6:40

9.) Public Hearing regarding abandonment of unused section of right-of-way on Starr Street between Illinois Avenue and Baseline Road and to retain an easement for the existing sewer line. . per 6:40
-Discussion and possible action regarding abandonment of unused section of right-of-way on Starr Street between Illinois Avenue and Baseline Road and to retain an easement for the existing sewer line. .(Asst. City Mgr.) Motion to approve Rdgz./ Guajardo Motion passes close 6:42

10.) Public hearing regarding repeal of Ordinance No. 2012-17 in its entirety and replace with amended ordinance. - Animal Control per 6:44
- Discussion and possible action of first reading of Ordinance No. 2013-12 repealing Ordinance No. 2012-17 in its entirety and incorporating regulations for treatment of livestock and domestic and wild animals and fowl. (Asst. City Mgr.) close 6:48
Motion to approve Rdgz./Guajardo

11.) Request by GL Texas Kajukenbo & Valdivia's Little Kenpo. Motion to honor last yrs. amounts. Guajardo/Wade
Motion passes.

12.) Discussion and possible action on appointment of EDC Board member Joel Quintanilla to replace Dalia de la Cerda.
No Action. C.M. + Attorney to place proper wording

13.) Discussion and possible action of claim by Mr. and Mrs. Eliborio Perez concerning a tax issue. (City Manager)
Pay 271.95. City to ask to waive penalties/interest send letter to Guajardo/Rdgz. Motion passes. to office

14.) EXECUTIVE SESSION: 7:10
-Discussion regarding duties and responsibilities of the City Manager. – Texas Government Code, Section 551.074 – Personnel.
-Discussion regarding personnel. – Texas Government Code, Section 551.074 - Personnel.

15.) Discussion and possible action regarding item(s) discussed in Executive Session.

16.) Adjourn.

AI-40209 **Urban County 14. B.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program is requesting that Hidalgo County Commissioner's Court rescind action taken on July 9, 2013 which approved a best and final regotiated contract for professional architectural services with Alcocer Garcia Associated, In. in the amount of $6,400.00 utilizing Year 25 (2012) Urban County funds for public facility improvements at the city's Public Library located at 1100 South FM 1427 in Penitas, Texas.

2. Urban County Program,on behalf of the City of Penitas, is requesting approval of a best and final negotiated contract for professional architectural services with Alcocer Garcia Associates,Inc. with an edited statement concerning the Texas Board of Architectural Examiners in the amount of $6,400.00 utilizing Year 25 (2012) Urban County funds for public facility improvements at the city's Public Library located at 1100 South FM 1427 in Penitas, Texas.

BACKGROUND

Alcocer Garcia Associates, Inc requested to have the professional service agreement that had been approved on July 9, 2013 edited to include a statement concerning the Texas Board of Architectural Examiners (see page 10 of agreement). The edit was reviewed and approved by Atlas, Hall & Rodriguez on July 30, 2013. Alcocer Garcia Associates, Inc has submitted a best and final offer for the required professional architectural services for the 2012 public facility improvements project which consists of architectural design and construction administration services, electrical engineering and structural engineering. Alcocer Garcia Associates, Inc. was the highest ranked firm by Commissioners's Court on January 9, 2013. Legal Counsel has approved the as to form contract as of 4/26/2012 and the Best and Final offer was approved by HC Planning Department on August 7, 2013. See attached contract , letter of best and final offer, scope of services, and certificate of liablility insurance.

Engineering Firm: Alcocer Garcia Associates, Inc
Contract Amount: $ 6,400.00

Funds Available: $ 75,000.00-FY 25 (2012) Penitas Public Facilities

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 09:00 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mary Flores Started On: 08/14/2013 03:30 PM

Final Approval Date: 08/23/2013

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Antonio Flores Jr.
Commissioner Alex Guajardo
Commissioner Tomas Cedillo Jr.
Commissioner JR Flores
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez

May 30, 2013

Ms. Diana Serna, Director
Hidalgo County Urban County Program
3304 W. Alberta Rd.
Edinburg, Texas 78539

Re: Entry Vestibule Addition to Existing Library

Dear Ms. Serna

We have reviewed the Final and Best Offer submitted by Alcocer Garcia Associates, Inc. on the project referenced. We find the proposed budget and associated A/E fees to be reasonable and within the costs we had anticipated for this project. We would appreciate you processing this for CCC approval at the earliest possible time so that the professional services contract can be approved and we can proceed on the project.

If you have any questions please let me know.

Respectfully

Oscar Cuellar
Interim City Manager

MAY 31 2013

ALCOCER GARCIA ASSOCIATES , INC.
1333 E. Jasmine Ave. McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

April 4, 2013

City of Penitas
c/o Oscar Cuellar, Interim City Administrator
P.O. Box 204
Penitas, TX 78576

Re: Entry Vestibule Addition to Existing Public Library.

Dear Mr.Cuellar,

We hereby propose to provide architectural and engineering services for the referenced project. The Scope of Services is based on the following:

Our A/E services would be as contained in the standard Urban County Program Professional Services Agreement and include the following Basic Services:

1. Field measuring existing conditions.
2. Architectural Design and Construction Administration Services.
3. Electrical Engineering Design and Construction Administration Services.
4. Structural Engineering Design and Construction Administration Services.
5. Construction Specifications and Contract Documents.
6. Assist Owner in obtaining and evaluating proposals for construction.
7. Review project Shop Drawings and Submittals
8. Review and certify General Contractor's Application for Payments
9. Construction inspections and Reports
10. Punch -list inspection(s)
11. Final inspection and close-out documents
12. Provide City with up to 6 sets of the final plans and specifications.

The Basic Services A/E fee would be a sum of $ 6,000.00 We also propose to include the following:

Reproduction of plans and specifications (6 sets) + CDs..... 400.00

The total A/E Contract would be $ 6,000.00 + $ 400.00, for a total stipulated fixed sum of $ 6,400.00. Please consider the above our best and final offer.

Sincerely,

George A. Garcia,
Architect

cc: Candace Armenta, C.D. Coordinator,
Urban County Program

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **27th** day of **August, 2013** by and between **Hidalgo County, Texas** acting by and through its **Urban County Program,** (hereinafter called the "Party") and **Alcocer Garcia Associates, Inc.**, duly authorized Architect, herein acting by **George Garcia, Architect** (hereinafter called the "Architect").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants.

WHEREAS, the Party is interested in obtaining Architectural Services;

WHEREAS, the Architect, duly licensed and registered to practice Architecture in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Architect to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ARCHITECT

Party and Architect agree that Party's obligations under the Agreement are subject to and contingent upon actual receipt of adequate federal funds to meet the obligations of Party under this agreement. The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ARCHITECT

The Architect shall perform the following Basic Services for **City of Penitas Public Facilities Project** Account(s) **5012-60-3000-5000-6000**, *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary architectural plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the Architectural data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Architect will continually keep the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Architect will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ARCHITECT

If authorized in writing by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architects actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ARCHITECT

The Party agrees to pay the Architect for completed services as identified by the Party:

6.1 The Architect shall be paid a total fixed amount of **six thousand four-hundred dollars ($6,400.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Architect shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Architect a sum of money equal to the reasonable value of the professional architect services rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Architect agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Architect each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Architect shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Architect contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
LAW and VENUE

This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Architect shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Architect shall save the Party harmless with respect to any damages arising from any negligence of the Architect in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Architect shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Architect from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing

Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Architect shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars ($300,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the Architect is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 Professional Liability insurance in an amount of One Million Dollars ($1,000.000.00).

17.6 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **August 27, 2013**. Such date being the date Hidalgo County Commissioners' Court approved entering into contract with Architect.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
George Garcia, Architect

Firm Name: **Alcocer Garcia Associates, Inc.**
Address: **1333 E Jasmine Ave**
City/ST/ZIP: **McAllen, TX 78501**

FED ID #/SS #: **26-4262500**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

The Texas Board of Architectural Examiners, 8313 Shoal Creek, Suite 107, Austin, TX 78578, (512) 458-1363, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a, Vernon's Civil Statutes.

This instrument was acknowledged before me on this the ____ day of_____, 20__, by _____of and on behalf of _____, (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas, Hall & Rodriguez
By: Stephen L. Crain
On: July 30, 2013

Exhibit "A"

(Scope of Services)

See Attached

HIDALGO COUNTY URBAN COUNTY PROGRAM
ARCHITECT: ALCOCER GARCIA ASSOCIATES, inc
PROJECT: VESTIBULE ADDITION TO PUBLIC LIBRARY
OWNER: CITY OF PEñITAS, TX.

PROJECT DESCRIPTION: ENLARGEMENT AND ENCLOSURE OF EXISTING PORCH.
CONCRETE BLOCK, OR STUD FRAMING WITH STUCCO FINISH, AUTOMATIC SLIDING DOORS, LIGHTING, SECURITY, TILE FLOORING, GYPSUM BOARD INTERIOR, SUSPENDED CEILING SYSTEM.

ESTIMATED HOURS

	PROJECT ACTIVITY - BASIC SERVICES PER A/E CONTRACT	ARCHITECT	PROJECT MANAGER	CADD TECHNICIAN	CLERICAL	
1	Meeting-Project organization (Owner/Architect)		2			1
2	Measure existing conditions		1.5	1.5		2
3	Scale drawings - Demolition	1		1		3
4	Scale drawings - Improvements	2	1.5	2		4
5	Cost estimate		2		1	5
6	Meeting - Review/Approval		1.5			6
7	Construction Drawings	4		20		7
8	Technical Specifications	2			1	8
9	Meeting - Review / Approval of Final Documents		1.5			9
10	UCP Bidding Documents Coordination		1		1	10
11	Distribution of Bidding Documents				2	11
12	Meeting - Pre-Bid		2			12
13	Meeting - Receipt of Bids		1.5			13
14	Evaluate Bids received/recommendtion letter	1			1	14
15	Meeting - Pre-Construction		1			15
16	Review / Processing Contractor's Submittals		4		1.5	16
17	Job-Site Inspections (4)		6			17
18	Punch List Inspections / Reports	1	2.5		2	18
19	Final Inspection / Report				1	19
20	Close-Out Documents	1	1		2	20
21						21
22						22
	Based on estimated hours rates, A/E Contract total=$6,000.00 for Basic Services.					
	Total Hours	12	29	24.5	12.5	
	Rate	$125.00	$100.00	$50.00	$30.00	
	Totals	$1,500.00	$2,900.00	$1,225.00	$375.00	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

www.quirkco.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alcocer Garcia Associates
13333 E Jasmine
McAllen TX 78501

COVERAGES CERTIFICATE NUMBER: 15636207 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			LHR736615	11/10/2012	11/10/2013	Per Claim Limit: $1,000,000 Ded. $2500. Agg. Limit: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
3304 W. Alberta
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

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AI-40295 **Urban County 14. C.**

CC REGULAR

Meeting Date: 08/27/2013

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

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) a professional service;

2. Presentation of the scoring grid for the purpose of ranking by County Commissioners Court of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Alamo, Urban County Program, and Hidalgo County Purchasing Department in connection with and funded through the Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG) Program for the 2013 Colonia Economically Distressed Areas Program (CEDAP) Contract No. 713005 – Rehabilitation: Single-Unit Sewer Services project for colonias within the City of Alamo's Extraterritorial Jurisdiction (ETJ).

Review Appraisal Services	Grade	Ranked
Quintanilla, Headley & Associates, Inc	97.67	
R. Gutierrez Engineering	96.34	
R.E. Garcia & Associates	90	

3. Authority to negotiate a professional service contract with the No. 1 ranked firm _____ for a TDA TxCDBG 2013 CEDAP – Rehabilitation: Single-Unit Sewer Service project within the City of Alamo's ETJ.

BACKGROUND

The three firms rated from the County's approved "pool" are Quintanilla, Headley & Associates, R. Gutierrez Engineering, and R.E. Garcia & Associates for first-time rehabilitation: single-unit sewer services. Please see attached grading grid.

Funds available for the 2013 CEDAP Contract No. 713005 project: $497,775.00

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/20/2013 04:32 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Mary Flores Started On: 08/20/2013 03:22 PM

Final Approval Date: 08/23/2013

Diana Martinez
Mayor

Eleazar Escobedo
Mayor Pro-Tem

Pilar Garza
Commissioner

Trino Medina
Commissioner

Robert De La Garza
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

August 20, 2013

Diana R. Serna, Executive Director
Hidalgo County Urban County Program
Attn: Ester Gonzalez-Garcia
3304 W. Alberta Rd.
Edinburg, Tx 78539

RE: Texas Department of Agriculture (TDA)
Colonia Economically Distressed Areas Program (CEDAP) Contract No. 713005

Dear Ms. Serna:

Please accept this letter as the City of Alamo's formal request to submit an agenda item for the presentation of the scoring grid for the purpose of ranking professional service firms by Hidalgo County Commissioner's Court regarding the TDA – CEDAP Contract No. 713005 for first-time Rehabilitation: Single-Unit Sewer Services.

Should you have any questions or need additional information, please contact at (956)787-0006 x123.

Sincerely,

Luciano Ozuna, City Manager

SAM Search Results
List of records matching your search for :

Search Term : ""Quintanilla Headley & Associates*
Record Status: Active

No Search Results

Texas Department of Agriculture (TDA)
2013 Colonia Economically Distressed Areas Program (CEDAP)
Colonias within City of Alamo ETJ
Engineering Services
TDA Contract No. 713005
Grading-Ranking Grid

Criteria	Quintanilla, Headley & Associates			R. Gutierrez Engineering			R.E. Garcia & Associates		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	20	20	20	20	15	20
Experience of Project Team	25	25	22	25	22	23	25	25	12
Experience/Availability of Project Manager	20	20	17	20	20	16	20	20	12
Understanding of Project	25	24	25	24	25	25	24	23	25
Familiarity w/ Applicable Rules & Regulations	10	10	10	9	10	10	9	10	10
TOTALS	**100**	**99**	**94**	**98**	**97**	**94**	**98**	**93**	**79**
AVERAGES	**293 ÷ 3 = 97.67**			**289 ÷ 3 = 96.34**			**270 ÷ 3 = 90**		
RANKING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		98

Firm/Participant's Name: RE Garcia Associates

Evaluator: Jaime S. Sandoval Department: CPD

Project Name: CEDAP - City of Alamo Colonia Proj. Date: 8-15-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		98

Firm/Participant's Name: R Gutierrez Engineering Corp.

Evaluator: Jaime S. Sandoval Department: CPD

Project Name: CEDAP – City of Alamo Colonia Proj. Date: 8-15-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		100

Firm/Participant's Name: Quintanilla, Headley & Associates, Inc.

Evaluator: Jaime S. Sandoval Department: CPD

Project Name: CEDAP - City of Alamo Colonia Proj. Date: 8-15-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

UCP-Copy

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but needs to improvements organization of information		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		99

Firm/Participant's Name: Quintanilla, Hensley & Ass. Inc.

Evaluator: Antonio Barco Department: UCP

Project Name: CEDAP City of Alamo Project Date: 8/19/2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Did not include a chart		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Needs to improve the RFQ responsiveness, not well organized or easy to evaluate		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		93

Firm/Participant's Name: R.E. Garcia & Ass.

Evaluator: Antonio Blanco Department: UCP

Project Name: CEDAP City of Alamo Project Date: 8/19/2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points: Meets most criteria, but needs to improve the ability to complete and perform their work efficiently.		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		97

Firm/Participant's Name: R. Gutierrez Engineering Corp.

Evaluator: Antonio Baeza Department: UEP

Project Name: CEDAP City of Alamo Project Date: 8/19/2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included; meets criteria with composition & reporting responsibilities		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: appendix not included		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		94

Firm/Participant's Name: R. Gutierrez Engineering

Evaluator: _____ Department: Purchasing Dept

Project Name: CEDAP City of Alamo Colonia Project Date: 08-14-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	2
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Firm meets Criteria; No appendix form included as required		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	2
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Firm meets Criteria and has performed various projects with		TOTAL 17
Hidalgo County, no appendix included as required in SOQ		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Response with this firm has always been prompt & quick		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm is familiar with Rules & Regulations meets criteria		TOTAL 10
Total Score		94

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: Vicente Garza Department: Purchasing Dept

Project Name: CEDAP City of Alamo Colonia Project Date: 08-14-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	2
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points: No appendix form included as required; not clear with project composition and reporting responsibilities for proposed project		TOTAL 12
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	2
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Firm meets Criteria and has performed various projects with Hidalgo County, no appendix included as required in SOQ		TOTAL 10 12
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm is familiar with Rules & Regulations meets criteria		TOTAL 10
Total Score		~~77~~ 79

Firm/Participant's Name: R.E. GARCIA & ASSOCIATES

Evaluator: _____ Department: Purchasing Dept

Project Name: CEDAP City of Alamo Colonia Project Date: 08-14-13

Agenda Request
Compliance Checklist

Submitted By: Ester Gonzalez

☒	**Selection of Engineer, Architects, and Material Testing Firms**
☒	Agenda Sheet (signed by Deputy Director & Finance Division) 40
☒	Precinct/City letter requesting agenda item with recommendation 40
☒	Rating sheets by three rating agents 40
☒	Ranking grids 1) with rating agent's name 1) without rating agent's name 46

☐	**Approval of Contract for Professional Services Engineer, Architects, and Material Testing Firms**
☐	Agenda Sheet (signed by Deputy Director & Finance Division)
☐	Precinct/City letter requesting agenda item with recommendation
☐	Best and Final Offer
☐	Copy of Contract
☐	Exhibit A – Scope of Service and Hourly Breakdown
☐	Certificate of Insurance

☐	**Approval of Construction Contract**
☐	Agenda Sheet (signed by Deputy Director & Finance Division)
☐	Precinct/City letter requesting agenda item with recommendation
☐	Engineer/Architect recommendation letter
☐	Bid Tabulation Sheet
☐	Copy of Construction Contract
☐	Certificate of Insurance

AI-40314 **Urban County 14. D.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 1's proposed budget and program amendment for Fiscal Years 23, 24 & 25 (2010, 2011 & 2012) original work plans and forfeited funds for a Street Improvements activity that will include additional locations (Victoria Rd and Old La Blanca Road) and project description.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 1. The proposed budget and program amendment for Fiscal Years 21, 22, 23, 24 & 25 (2008, 2009, 2010, 2011 & 2012) original work plans and forfeited funds for a Street Improvements activity that will include additional locations (Victoria Rd and Old La Blanca Road) and project description.

BACKGROUND

A Public Hearing was held on August 27, 2013 at 9:30 A.M. and citizen participation requirements have been met. Hidalgo County Precinct No. 1 proposed budget and program amendment for Fiscal Years 23, 24 & 25 (2010, 2011 & 2012):

The proposed amendment will decrease:
Parks, Recreational Facilities (Forfeited Donna 2010),

The proposed amendment will delete:
Parks, Recreational Facilities (Forfeited Donna 2011),

The proposed amendment will add:
Additional street locations to the Street Improvements activity: Victoria Road and Old La Blanca Road and **add** the
following project description: Project consists of the reconstruction of Victoria Rd. from Business 83 to Stites Rd.
(approximately 1 mile) and Old La Blanca Road North of Mile 9 N to Mile 12 North in Donna, TX. The County Engineer
will design and supervise the completion of the project accordingly. Construction may be provided by county and city
labor and equipment. Project will include but is not limited to: caliche base, paving materials, drainage, construction
testing fees, advertisements and any other related appurtenances as it pertains to the completion of the project and
its surrounding and abutting areas.

Attachments

Public hearingfor BPA Precinct 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:52 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Olga Lerma Started On: 08/21/2013 10:46 AM

Final Approval Date: 08/23/2013

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 1
URBAN COUNTY PROGRAM

Publication Date: August 23, 2013

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County Precinct No. 1 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to its Urban County Program funding Years 23, 24, 25 (2010, 2011 & 2012) utilizing original work plan and forfeited funds.

The Public Hearing will be held on Tuesday, August 27, 2013 at 9:30 a.m. at County Commissioners' Court located at 415 West 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)**	**Proposed Budget**
$354,753.34	Street Improvements	$354,753.34
$354,753.34	**TOTAL**	**$354,753.34**

The proposed amendment to the Street Improvements line item will **include** additional street locations Victoria Road and Old La Blanca Road and **add** the following activity: Project consists of the reconstruction of Victoria Rd. from Business 83 to Stites Rd. (approximately 1 mile) and Old La Blanca Road North of Mile 9 N to Mile 12 North in Donna, TX. The County Engineer will design and supervise the completion of the project accordingly. Construction may be provided by county and city labor and equipment. Project will include but is not limited to: caliche base, paving materials, drainage, construction material testing fees, advertisements and any other related appurtenances as it pertains to the completion of the project and its surrounding and abutting areas.

Existing Budget	**Forfeited Funds Year 23 (2010)**	**Proposed Budget**
$ 96,776.00	Donna - Parks, Recreational Facilities (-$24,042.80)	$ 72,733.20
$354,753.34	Street Improvements (+$24,042.80)	$378,796.14
$451,521.34	**TOTAL**	**$451,529.34**

The proposed amendment will decrease the Parks, Recreational Facilities line item by, $24,042.80; add funding into the Street Improvements line item, **include** additional street locations Victoria Road and Old La Blanca Road and **add** the following activity: Project consists of the reconstruction of Victoria Rd. from Business 83 to Stites Rd. (approximately 1 mile) and Old La Blanca Road North of Mile 9 N to Mile 12 North in Donna, TX. The County Engineer will design and supervise the completion of the project accordingly. Construction may be provided by county and city labor and equipment. Project will include but is not limited to: caliche base, paving materials, drainage, construction material testing fees, advertisements and any other related appurtenances as it pertains to the completion of the project and its surrounding and abutting areas.

Existing Budget	**Forfeited Funds Year 24 (2011)**	**Proposed Budget**
$ 19,982.00	Donna- Parks, Recreational Facilities (**-$19,982.00)**	$ 0.00
$272,735.90	Street Improvements (+**$19,982.00)**	$292,717.90
$292,717.90	**TOTAL**	**$292,717.90**

The proposed amendment will **delete** the Parks, Recreational Facilities line item by $19,982.00**,** add funding into the Street Improvements line item, **include** additional street locations Victoria Road and Old La Blanca Road and **add** the following activity: Project consists of the reconstruction of Victoria Rd. from Business 83 to Stites Rd. (approximately 1 mile) and Old La Blanca Road North of Mile 9 N to Mile 12 North in Donna, TX. The County Engineer will design and supervise the completion of the project accordingly. Construction may be provided by county and city labor and equipment. Project will include but is not limited to: caliche base, paving materials, drainage, construction material testing fees, advertisements and any other related appurtenances as it pertains to the completion of the project and its surrounding and abutting areas.

Existing Budget	**Urban County Year 25 (2012)**	**Proposed Budget**
$279,833.25	Street Improvements	$279,833.25
$279,833.25	**TOTAL**	**$279,833.25**

The proposed amendment to the Street Improvements line item will **include** additional street locations Victoria Road and Old La Blanca Road and **add** the following activity: Project consists of the reconstruction of Victoria Rd. from Business 83 to Stites Rd. (approximately 1 mile) and Old La Blanca Road North of Mile 9 N to Mile 12 North in Donna, TX. The County Engineer will design and supervise the completion of the project accordingly. Construction may be provided by county and city labor and equipment. Project will include but is not limited to: caliche base, paving materials, drainage, construction material testing fees, advertisements and any other related appurtenances as it pertains to the completion of the project and its surrounding and abutting areas.

Accommodations for individuals with handicaps shall be provided upon request.

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 A.C. Cuellar, Jr.
1902 Joe Stephens Ave.
Weslaco, Texas 78596

AVISO DE AUDIENCIA PÚBLICA

CONDADO DE HIDALGO PRECINTO NO. 1
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: 23 de agosto 2013

PRESUPUESTO Y ENMIENDA DEL PROGRAMA

En conformidad con los requisitos del programa Community Development Block Grant (CDBG), de el Condado de Hidalgo, Precinto No. 1 llevará a cabo una audiencia pública para solicitar la opinión de aquellos interesados en el proyecto de Presupuesto del Precinto y la enmienda del Programa Urbano del Condado de sus años de financiamiento 23, 24, 25 (2010, 2011 y 2012) utilizando el plan de trabajo original y fondos confiscados.

La audiencia pública se llevará a cabo el Martes, 27 de agosto 2013 a las 9:30 a.m. en la Corte de Comisionados del Condado ubicado en el 415 West University Drive en Edinburg, Texas 78539.

La siguiente es la propuesta de presupuesto y la enmienda del Programa para su consideración:

Presupuesto Existente	**Condado Urbano Año 23 (2010)**	**Propuesta de Presupueseto**
$354,753.34	mejoramientos de calles	$354,753.34
$354,753.34	**TOTAL**	**$354,753.34**

La enmienda propuesta de la línea de mejoramientos de calles incluirán ubicaciones adicionales: Victoria Road y Old La Blanca Road y agregar la siguiente actividad: la reconstrucción de la calle Victoria del Business 83 a Stites Road. (aproximadamente 1 milla) y Old La Blanca al Norte de la Milla 9 hasta la milla 12 en Donna, TX. El Ingeniero del Condado diseñara y supervisara la terminación del proyecto correspondiente. La construcción puede ser proporcionada por el condado y la ciudad. El proyecto incluirá, pero no se limitara a lo siguente: Base de caliche, materiales de pavimentación, drenaje, cobro de prueba de material de construcción, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminacion del proyecto y de sus áreas circundantes.

Presupuesto Existente	**Confiscación de fondos Año 23 (2010)**	**Propuesta de Presupuseto**
$ 96,776.00	Donna - Parques, Instalaciones Recreativas (-$24,042.80)	$ 72,733.20
$354,753.34	mejoramientos de calles (+$24,042.80)	$378,796.14
$451,521.34	**TOTAL**	**$451,529.34**

La enmienda propuesta disminuirá la línea de Parques, Instalaciones Recreativas por $24,042.80; agregara esta cantidad a la línea de mejoras de calle, incluirán ubicaciones adicionales: Victoria Road y Old La Blanca Road y agregar la siguiente actividad: la reconstrucción de la calle Victoria del Business 83 a Stites Road. (aproximadamente 1 milla) y Old La Blanca Road al Norte de la Milla 9 hasta la milla 12 Norte en Donna, TX. El Ingeniero del Condado diseñara y supervisara la terminación del proyecto correspondiente. La construcción puede ser proporcionada por el condado y la ciudad. El proyecto incluirá, pero no se limitara a lo siguente: Base de caliche, materiales de pavimentación, drenaje, cobro de prueba de material de construcción, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminacion del proyecto y de sus áreas circundantes.

Presupuesto Existente	**Confiscación de fondos Año 24 (2011)**	**Propuesta de Presupuseto**
$ 19,982.00	Donna- Parques, Instalaciones Recreativas (**-$19,982.00)**	$ 0.00
$272,735.90	mejoramientos de calles (+**$19,982.00)**	$292,717.90
$292,717.90	**TOTAL**	**$292,717.90**

La enmienda propuesta disminuirá la línea de Parques, Instalaciones Recreativas por $19,982.00 agregara esta cantidad a la línea de mejoras de calle, incluirán ubicaciones adicionales: Victoria Road y Old La Blanca Road y agregar la siguiente actividad: la reconstrucción de la calle Victoria del Business 83 a Stites Road. (aproximadamente 1 milla) y Old La Blanca Road al Norte de la Milla 9 hasta la milla 12 Norte en Donna, TX. El Ingeniero del Condado diseñara y supervisara la terminación del proyecto correspondiente. La construcción puede ser proporcionada por el condado y la ciudad. El proyecto incluirá, pero no se limitara a lo siguente: Base de caliche, materiales de pavimentación, drenaje, cobro de prueba de material de construcción, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminacion del proyecto y de sus áreas circundantes.

Presupuesto Existente	**Condado Urbano Año 25 (2012)**	**Propuesta de Presupuseto**
$279,833.25	mejoramientos de calles	$279,833.25
$279,833.25	**TOTAL**	**$279,833.25**

La enmienda propuesta de la línea de mejoramientos de calles incluirán ubicaciones adicionales: Victoria Road y Old La Blanca Road y agregar la siguiente actividad: la reconstrucción de la calle Victoria del Business 83 a Stites Road. (aproximadamente 1 milla) y Old La Blanca Road al Norte de la Milla 9 hasta la milla 12 Norte en Donna, TX. El Ingeniero del Condado diseñara y supervisara la terminación del proyecto correspondiente. La construcción puede ser proporcionada por el condado y la ciudad. El proyecto incluirá, pero no se limitara a lo siguente: Base de caliche, materiales de pavimentación, drenaje, cobro de prueba de material de construcción, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminacion del proyecto y de sus áreas circundantes.

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a la oficina del Condado de Hidalgo Programa Urbano del Condado o llame al (956) 787-8127. Los comentarios escritos pueden enviarse a:

Comisionado A.C. Cuellar, Jr.
1902 Joe Stephens Ave.
Weslaco, Texas 78596

AI-40203 **Elections Administration 15. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Update regarding Texas Voter ID law/requirements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/14/2013 02:11 PM
Manuel Chapa	Manuel Chapa	08/16/2013 03:23 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Amanda Valdez Started On: 08/14/2013 12:37 PM

Final Approval Date: 08/23/2013

AI-40189 **Elections Administration 15. B.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Edcouch-Elsa Independent School District for their election to be held on September 14, 2013.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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 8-13-13, Edcouch-Elsa ISD does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/14/2013 02:08 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Amanda Valdez Started On: 08/13/2013 09:28 PM

Final Approval Date: 08/23/2013

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 **EDCOUCH-ELSA 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 **September 14, 2013**.

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 **September 14, 2013**, 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 VI 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 **September 14, 2013**, 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) Print and Provide Early Voting and Election Day Poll Book(s);

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) 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

(H) 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;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(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) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) 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 the cost 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) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) 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;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

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 Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is 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 each 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, (if applicable);

6.06 Reimbursement of 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 the 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 the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost 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

Carlos Cantu
Business Manager
Edcouch –Elsa ISD
PO Box 127
Edcouch, TX 78538

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 _____ day of _____, 2013

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

EDCOUCH-ELSA ISD
ENTITY

BY: _____

PRINT: DR. RICHARD RIVERA

TITLE: INTERIM SUPERINTENDENT

ATTEST

BY: _____

PRINT: Carlos Cantu

TITLE: Business Manager

ELECTIONS ADMINISTRATOR

BY:
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY:
JOSEPHINE RAMIREZ SOLIS

2013 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: Edcouch Elsa ISD Tax Ratification		**DATE: September 14, 2013**		
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**	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	2	$20.00
F	Election Media per Polling Location(s)		**$100.00**	4	$400.00
G	iVotronic Voting Machine(s)		**$150.00**	8	$1,200.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	4	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$450.00**	1	$450.00
				Total iVotronic Programming Charges	**$3,130.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	2	$300.00
C	Printer Labels (per vote)		**$0.03**	10495	$314.85
D	Username/Password - Per Polling Location		**$20.00**	4	$80.00
				Total Electronic Poll Book Charges	**$1,994.85**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	250	$137.50
	Election Day Combination Forms		**$0.55**	250	$137.50
	Election Judge Kit for Early Voting		**$35.00**	2	$70.00
	Election Judge Kit for Election Day		**$35.00**	2	$70.00
	Polling Location Map(s)		**$17.00**	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	200	$40.00
				Total Supplies Charges	**$523.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	150	$37.50
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	500	$200.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	150	$300.00
	Postage Mail-in-Ballots (per request)		**$0.61**	150	$91.50
	Correspondence Postage		**$0.46**	2	0.92
				Total Mail & Ballot Service Charges	**$629.92**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper Logic and Accuracy Test		**$500.00**	1	$500.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$500.00**
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			**$8,465.00**	$8,465.00
	Payroll for Election Day Employees			**$1,106.00**	$1,106.00
				Total Payroll Charges	**$9,571.00**
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	255	$9.18
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	6	765	$73.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	2	32	$1.15
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	6	96	$9.22
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$92.99**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	2	$35.04
				Total Cell Phone Charges	**$35.04**
6.12				**Subtotal**	**$16,726.80**
				Administrative Fees (10%)	**$1,672.68**
				ESTIMATED GRAND TOTAL	**$18,399.48**

AI-40190 **Elections Administration 15. C.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the La Villa Independent School District for their election to be held on September 14, 2013.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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 8-13-13, La Villa ISD does not owe the Hidalgo County Elections Dept. any outstanding charges.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/14/2013 02:08 PM
Glinda Pacheco	Glinda Pacheco	08/22/2013 11:01 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Amanda Valdez Started On: 08/13/2013 09:37 PM

Final Approval Date: 08/23/2013

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE 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 **LA VILLA 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 **September 14, 2013**.

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 and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

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 VI 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 **September 14, 2013**, 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) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Provide PDF CD file for Early Voting and Election Day Poll Book(s);

(D) Provide information for election officers;

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

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, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

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 each 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 charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity;

6.03 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at not cost to the ENTITY;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 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

Monica Mata
Business Manager
La Villa ISD

PO Box 9
La Villa, TX 78562

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 13th day of August, 2013

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

LA VILLA ISD
ENTITY

BY: _____

PRINT: MR. NARCISO GARCIA
TITLE: SUPERINTENDENT

ATTEST

BY: Monica Mata

PRINT: Monica Mata

TITLE: Business Manager

2013 Hidalgo County Elections
Leasing 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: La Villa ISD Tax Ratification	DATE: September 14, 2013

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 Contests/ Office)	$10.00	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	1	$10.00
E	Audio Files (Per Candidates/ Responses)	$10.00	2	$20.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	3	$450.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/Pick-up Fee (includes Mileage)	$450.00	1	$450.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$1,897.50

6.02	Early Voting and Election Day Poll Book	Price	Quantity	Total
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

6.03	Training	Price	Quantity	Total
	iVotronic scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

6.04	Supplies	Price	Quantity	Total
	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.05		
	Subtotal	$1,915.00
	Administrative Fees (10%)	$191.50
	ESTIMATE GRAND TOTAL	$2,106.50

NOTE: Not all supplies are inclusive

AI-40277 **Auditor's Office 16. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval of 2013 Certification of New Sources of Revenue

2. Presentation of 2014 Statement of Estimated Available Resources.

BACKGROUND

Handouts will be provided during the Commissioners Court meeting.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/20/2013 04:14 PM
Glinda Pacheco	Glinda Pacheco	08/21/2013 03:59 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Maria Medina Started On: 08/19/2013 01:06 PM

Final Approval Date: 08/23/2013

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

August 15, 2013

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General, Special Revenue, Debt Service, and Enterprise Funds. These amounts are included in the projected ending fund balances at December 31, 2012. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

3-1100-331-12-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	80,000.00
3-1100-331-12-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract	15,000.00
3-1100-341-10-110-000-0-000	Tax Abatement Application Fee	1,000.00
3-1100-341-10-140-048-0-000	Tax A/C-Commissions & Costs-Health Care Fund	20,000.00
3-1100-341-10-180-011-0-000	County Clerk-DA Bond Forefeiture Commission	2,399.50
3-1100-345-40-340-002-0-000	Health Department Full-Pays	130,000.00
3-1100-352-20-080-000-0-000	Gambling Proceeds	17,503.91
3-1100-360-00-090-000-0-000	District Clerk-Jury Script O/S Checks	21,812.00
3-1100-392-11-080-000-0-000	DA-Sale of Abondoned Vehicles	4,890.00
	Total General Fund	$292,605.41

SPECIAL REVENUE FUNDS

3-1200-341-50-000-000-0-000	R&B Administration BCAP Indirect Costs	$25,243.55
3-1200-341-50-124-000-0-000	R&B Precinct 4 BCAP Indirect Costs	54,066.52
3-1200-352-10-090-001-0-000	R&B District Clerk-Bond Forfeitures	4,389.22
3-1200-352-10-180-001-0-000	R&B County Clerk-Bond Forfeitures	15,903.02
3-1200-392-10-123-000-0-000	R&B Precinct 3 Sale of Capital Assets	20,971.00
3-1223-352-30-080-001-0-000	DA Chapter 59-Court Ordered Confiscations	225,507.35
3-1224-352-30-080-000-0-000	Drug Abuse Prev-Court Ordered Confiscations	1,058.50
3-1227-352-30-280-000-0-000	Sheriff Chapter 59-Court Ordered Confiscations	75,298.73
3-1228-352-30-280-000-0-000	Sheriff US Treasury-Court Ordered Confiscations	72,946.15
3-1228-361-10-000-000-0-000	Sheriff US Treasury-Interest Earnings	1,298.09
3-1229-352-30-280-000-0-000	Sheriff USDJ-Court Ordered Confiscations	64,062.17
3-1229-361-10-000-000-0-000	Sheriff USDJ-Interest Earnings	1,205.75
3-1237-361-10-000-000-0-000	County Clerk Records Mgmt-Interest Earnings	861.15
3-1251-352-30-270-011-0-000	HIDTA Chapter 59-Court Ordered Confiscations	33,678.00
3-1252-361-10-270-000-0-000	HIDTA US Treasury-Interest Earnings	1,331.44
3-1256-352-30-080-000-0-000	DA USDJ-Court Ordered Confiscations	107,047.90
	Total Special Revenue Funds	$704,868.54

DEBT SERVICE FUNDS

3-1435-361-10-000-000-0-000	Refunding Bonds, 2005-Interest Earnings	1,929.73
3-1436-361-10-000-000-0-000	Cert of Obligations, 2006-Interest Earnings	945.48
3-1442-361-10-000-000-0-000	Cert of Obligations, 2010A&B-Interest Earnings	1,004.34
	Total Debt Service Funds	$3,879.55

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/22/13
Date

AI-39995 **Precinct #3 17. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between the Cities of Mission, City of McAllen, and the County of Hidalgo for the improvements to Taylor Road from US 83 Expressway North to 1300 ft North of Dove.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project pursuant to the approval of the Interlocal Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Action will be taken if funding is not identified by Tuesday

Attachments

Letters

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2013 10:53 AM
Manuel Chapa	Manuel Chapa	08/23/2013 03:43 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Norma Ceballos Started On: 08/01/2013 09:29 AM

Final Approval Date: 08/23/2013

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

April 30, 2013

Mr. Stephen L. Crain
Atlas Hall & Rodriguez, LLP
818 Pecan Boulevard
McAllen, Texas 78501

RE: Taylor Road Project Development
From: 400-ft South of BUS 83
To: 1300-ft North of Dove Ave.

Dear Mr. Crain:

As you are aware, Taylor Road is a major transportation corridor, functionally classified as a major collector and is situated in Hidalgo County within the cities of McAllen, Palmhurst and Mission (see attached location map). These referenced cities have approached me, as well as County Commissioner Joseph Palacios, that they would like financial assistance to make roadway improvements within the above referenced limits. In order to present this roadway as a **"transportation corridor partnership"** at the Hidalgo County Metropolitan Planning Organization (HCMPO), in which the City of McAllen, the City of Mission and Hidalgo County would each participate a proportional share of funds toward the cost of project development, I respectfully request your legal opinion if Hidalgo County could participate monetarily with the City of Mission (proposed fiduciary agent) to achieve a **"shovel ready"** status. This status would allow all the entities involved to take advantage of any future state or federal construction funds that may become available towards construction of this project.

Project development would be funded in phases. Phase I would be to complete an approved Schematic, an Environmental Document, a Right-of-Way (ROW) Map and Public Involvement in cooperation with the Texas Department of Transportation (TxDOT) and Federal Highway Administration (FHWA). Phase II would be to complete the Plans, Specifications and Estimate (PS&E) and acquire the needed ROW in an effort to construct the first section of this corridor which would be from 400-ft South of Bus 83 to 3300-ft North SH 495 (a total length of 1.63) miles within the city limits of Mission and McAllen.

Since several segments of this future corridor is within the limits of Hidalgo County, clarification is requested from you on whether the Hidalgo County can be a participant on the development of this first section (1/3 of total cost) along with cities of Mission (1/3 of total cost) and McAllen (1/3 of total cost). If this arrangement is possible, then the City of Mission would be approached to assume the lead in project development. It is important to note that no formal negotiations will be initiated between the county and cities until a response to this request for clarification has been received.

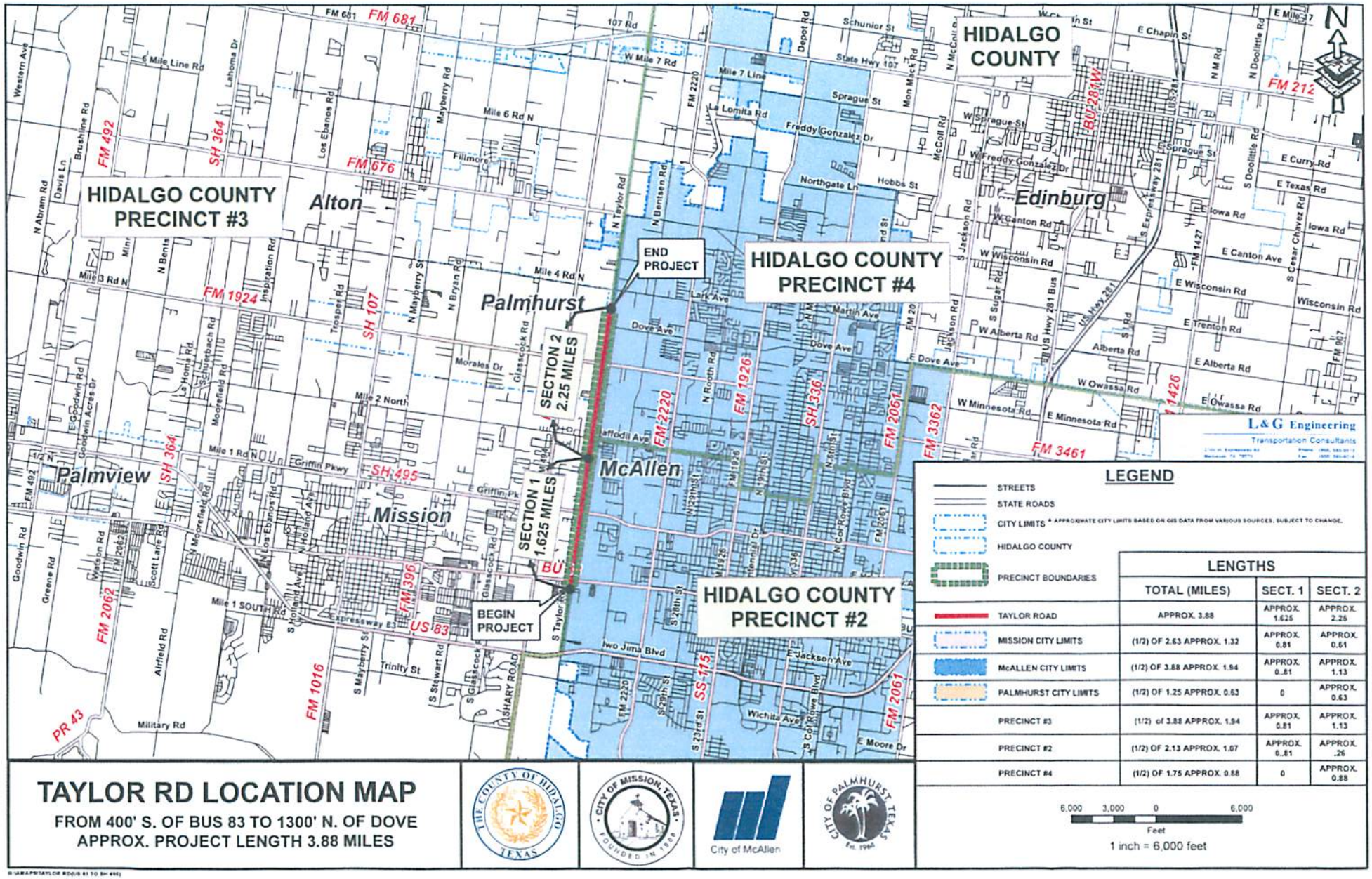
If you need further information, please do not hesitate to call me.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Pct. #3

cc: The Honorable Joseph Palacios, Commissioner, Hidalgo Co. Pct. #4

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574



TAYLOR RD LOCATION MAP

FROM 400' S. OF BUS 83 TO 1300' N. OF DOVE
APPROX. PROJECT LENGTH 3.88 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF MISSION, TEXAS FOUNDED IN 1908

City of McAllen

CITY OF PALMHURST TEXAS Est. 1966

B:\JAM\APP\TAYLOR RD\(US 83 TO SH 495)

ATLAS, HALL & RODRIGUEZ, LLP

ATTORNEYS AT LAW

STARR COUNTY OFFICE
200 N. Britton Ave
Rio Grande City, Texas 78582-3843
Tel. (956) 488-1896
Fax (956) 488-6482

P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

CAMERON COUNTY OFFICE
50 W. MORRISON RD., STE A
BROWNSVILLE, TEXAS 78520-7262
TEL. (956) 574-9333
FAX (956) 574-9337

May 1, 2013

Pct. #3 Commissioner Joe M. Flores
724 N. Breyfogle
Mission, Texas 78572

RE: Taylor Road Project Development

Dear Commissioner Flores:

By letter dated April 30, 2013 you inquired whether Hidalgo County could assist the cities of Mission, Texas, Palmhurst Texas and McAllen, Texas monetarily to make roadway improvements to Taylor Road which you state is a major transportation corridor, functionally classified as a major collector.

Attached hereto is Attorney General Opinion No. JC-0036 (the "Opinion") which references Texas Transportation Code Section 251.012. Texas Transportation Code section 251.012 provides "with the approval of the governing body of a municipality, the commissioners court of a county may spend money to finance the construction, improvement, maintenance, or repair of a street or alley in the county that is located in the municipality..."

However, the Commissioners court of a county in order to proceed under Texas Transportation Code section 251.012, must meet the Texas Constitutional requirements and find a "county purpose" for assisting the municipality. According to the Opinion, county improvement of a municipal street that is in an integral part of or connecting link with a county road and improvement of municipal streets unconnected with county roads but that are major thoroughfares necessary for travel from one part of the county to another or used by a significant number of county residents, may constitute "county business".

If the Commissioners Court finds that improvement of Taylor Road encompasses a "county purpose", the County may assist the cities monetarily but may not expend proceeds of bonds issued or taxes levied pursuant to article III, section 52(b) or (c) of the Texas Constitution for such municipal streets.

If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

SLC/mt
Enclosure

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TAYLOR RD. FROM US83 EXPRESSWAY NORTH TO 1300 – FT. NORTH OF DOVE.

THIS agreement is made on this the _____ day of _____, 20__ by and between the CITY OF MISSION,TEXAS, hereinafter referred to as "MISSION", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Mission & McAllen are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both Mission & McAllen are cities created under the laws of Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, Mission, McAllen & County desire to cooperate in making needed transportation improvements to Taylor Rd. from US 83 Expressway North to 1300-ft. North of Dove St.;

WHEREAS, Mission, McAllen & County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, Mission will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, Mission desires to complete Phase I of the project development, which includes the Environmental Assessment, Public Involvement & Schematic services for this project;

WHEREAS, Mission, McAllen & County will cooperatively seek to fund the construction and ROW cost of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost will be $1,170,000 of which Mission will contribute $390,000;

WHEREAS, McAllen desires to cooperate by contributing a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project;

WHEREAS, County desires to cooperate by contributing a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project;

WHEREAS, Mission, McAllen & 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 and services under the terms of the Act; and

WHEREAS, McAllen agrees to support the proposition that Mission assume the role as project sponsor to develop the Environmental Assessment, Public Involvement & Schematic aspects of the Road project within McAllen's limits.

NOW, THEREFORE, Mission, McAllen & County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Mission agrees to complete Phase I of the project development, which includes the Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The Road at various points passes through the jurisdiction of Mission and McAllen and forms a connecting link or integral part of the regional transportation system and County roads.

3. The total Phase I project development cost will be $1,170,000 of which Mission will contribute $390,000.

4. McAllen agrees to contribute a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project, payable by McAllen to Mission on McAllen's execution of this agreement.

5. County agrees to contribute a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project, payable by County to Mission on County's execution of this agreement.

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

7. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

9. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and 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 Mission, McAllen and County, and not otherwise.

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

11. **Notice:** Except as maybe 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 Mission: City of Mission
Attention: Norberto "Beto" Salinas, Mayor
1201 E. 8th St.
Mission, Texas 78572

If to McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copies to: Joseph Palacios, Commissioner, Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Joe M. Flores, Commissioner, Precinct No. 3
724 North Breyfogle
Mission, Texas 78574

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

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

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

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

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

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

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

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

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

21. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

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

CITY OF MISSION

By: _____
Norberto "Beto" Salinas, Mayor

ATTEST:

_____
City Secretary

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

_____
for City Secretary (Annette Villarreal)

CITY OF McALLEN
McALLEN, TEXAS

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

By: _____
David H. Guerra
Mission City Attorney

APPROVED AS TO FORM:

By: _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:

By: _____
Stephen L. Crain
Hidalgo County Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Taylor Rd. from US83 Expressway North to 1300-ft. North of Dove (the "Road"), a section which is in part within the city limits of said Cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Mission, City of McAllen, Texas, and Hidalgo County.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
TAYLOR ROAD PROJECT
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	TAYLOR ROAD
LIMITS: .....(SECTION 1)	from US83 Expressway N to 400-ft S of Business 83
LIMITS: .....(SECTION 2)	from 400-ft S of Business 83 to 1900-ft S of Mile 2
LIMITS: .....(SECTION 3)	from 1900-ft. S of Mile 2 to 1300-ft N of Dove
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	65' to 100' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH: SECTION 1,2&3	80-FT
ESTIMATED CONSTRUCTION COST ...(SECTION 1)(ROADWAY ONLY)	$4,050,000.00
ESTIMATED CONSTRUCTION COST ...(SECTION 2) (ROADWAY ONLY)	$7,312,500.00
ESTIMATED CONSTRUCTION COST ...(3-8X8 IRRIGATION SIPHON AND 48" BYPASS) (SECTION 1)	$800,000.00
ESTIMATED CONSTRUCTION COST WIDENING THE EXISTING BRIDGE...(SECTION 1)	$650,000.00
ESTIMATED CONSTRUCTION COST ...(SECTION 3)(ROADWAY ONLY)	$10,125,000.00
LENGTH FOR 4-LANE ROADWAY ...(SECTION 1)	0.9 Mile
LENGTH FOR 4-LANE ROADWAY ...(SECTION 2)	1.625 Miles
LENGTH FOR 4-LANE ROADWAY ...(SECTION 3)	2.25 Miles

ESTIMATED PROJECT COSTS	*STATE / FED / MPO*	* *LPA*
WORK AUTHORIZATION NO. 1 for Entire Length of SECTION 1 2 & 3 (See Attached Map)		
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN		
Environmental Document with TxDOT	$ -	$ 178,900.00
Public Involvement for the project with stakeholders and 1 Public Meeting	$ -	$ 57,600.00
Archeological and Historical Research	$ -	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 31,500.00
Schematic for Roadway		$ 344,062.50
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities AND BRIDGE HYDRAULICS	$ -	$ 84,000.00
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Dist. #1	$ -	$ 93,837.50
Bridge Layout for approval by TxDOT(Bridge Division), HCDD#1 And FHWA	$ -	$ 90,000.00
Estimated Environmental Document Review Charges by TxDOT	$ -	$ 55,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	$ -	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	$ -	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA		$ 30,000.00
Engineering Technical Support at Public Hearing with Layouts etc	$ -	$ 22,500.00
Public Involvement for 1 Public Hearing	$ -	$ 21,600.00
SUB-TOTAL	$ -	$ 1,170,000.00
WORK AUTHORIZATION NO. 2 (FOR SECTION 1 & 2 ONLY) (See Location Map)		
PHASE II - PS&E and CONSTRUCTION OVERSIGHT (SECTION 1)		
Field Surveys for Design and Construction	$ -	$ 57,600.00
PS&E Development Roadway (7% Engineering Fee)	$ -	$ 283,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	$ -	$ 66,000.00
Permitted Utilities Coordination to adjust	$ -	$ 100,200.00
ROADWAY CONSTRUCTION COST	$ 3,847,500.00	$ 307,800.00
TxDOT Construction Inspection (11%)	$ 423,225.00	$ 33,858.00
Eng Consultant Construction Management (18 Months)	$ -	$ 189,000.00
SUB-TOTAL (SECTION 1)	$ 4,270,725.00	$ 921,675.00
PHASE II - PS&E and CONSTRUCTION OVERSIGHT (SECTION 2)		
Field Surveys for Design and Construction	$ -	$ 84,000.00
PS&E Development Roadway (7% Engineering Fee)	$ -	$ 511,875.00
PS&E Design for Bridge Widening	$ -	$ 108,000.00
Geotechnical Soil Information and Scour Report for Bridge Widening for TXDOT	$ -	$ 60,000.00
PS&E Development for Irrigation Siphon and Irrigation Bypass	$ -	$ 180,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	$ -	$ 66,000.00
PS&E Development for OUTFALL	$ -	$ -
Permitted Utilities Coordination to adjust	$ -	$ 144,000.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	$ 8,324,375.00	$ 438,125.00
TxDOT Construction Inspection (11%)	$ 915,681.25	$ 48,193.75
Eng Consultant Construction Management (18 Months)	$ -	$ 189,000.00
SUB-TOTAL (SECTION 2)	$ 9,240,056.25	$ 1,829,193.75
SUB-TOTAL (SECTION 1 & 2)	$ 13,510,781.25	$ 2,750,868.75
WORK AUTHORIZATION NO. 3 (FOR SECTION 1 & 2 ONLY) (See Location Map)		
PHASE III - ROW Acquisition (SECTION 1)		
Complete ROW Map (Estimated 31 Parcels)		$ 117,800.00
Right-of-Way Costs - Acq Services @ (est. 31 Parcels @ $13,500/Parcel Avg.)		$ 418,500.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)		$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 1.36 Ac. @ $8.0/ sq ft) (80/20) minus EDC 95/5	$ 379,146.24	$ 87,286.56
COMPENSABLE UTILITY COSTS	$ 208,000.00	$ 60,000.00
SUB-TOTAL (SECTION 1)	$ 587,146.24	$ 845,086.56
PHASE III - ROW Acquisition (SECTION 2)		
Complete ROW Map (Estimated 52 Parcels)		$ 197,600.00
Right-of-Way Costs - Acq.Services @ (est. 52 Parcels @ $13,500/Parcel Avg.)		$ 702,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)		$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 117,000 sq ft @ $8.0/ sq ft) (80/20) minus EDC 95/5	$ 748,800.00	$ 187,200.00
COMPENSABLE UTILITY COSTS	$ 208,000.00	$ 52,000.00
SUB-TOTAL (SECTION 2)	$ 956,800.00	$ 1,300,800.00
SUB-TOTAL (SECTION 1 & 2)	$ 1,543,946.24	$ 2,145,886.56
ESTIMATED TOTAL	$ 15,054,727.49	$ 6,066,755.31

Work Authorization No. 1 (Phase I)	FY 13	$ 1,115,000.00	NOT ISSUED
Work Authorization No. 2 (Phase II- Section 1 & 2)	FY 14	$ 2,039,775.00	NOT ISSUED
Work Authorization No. 3 (Phase III - Section 1 & 2)	FY 15	$ 1,759,900.00	NOT ISSUED

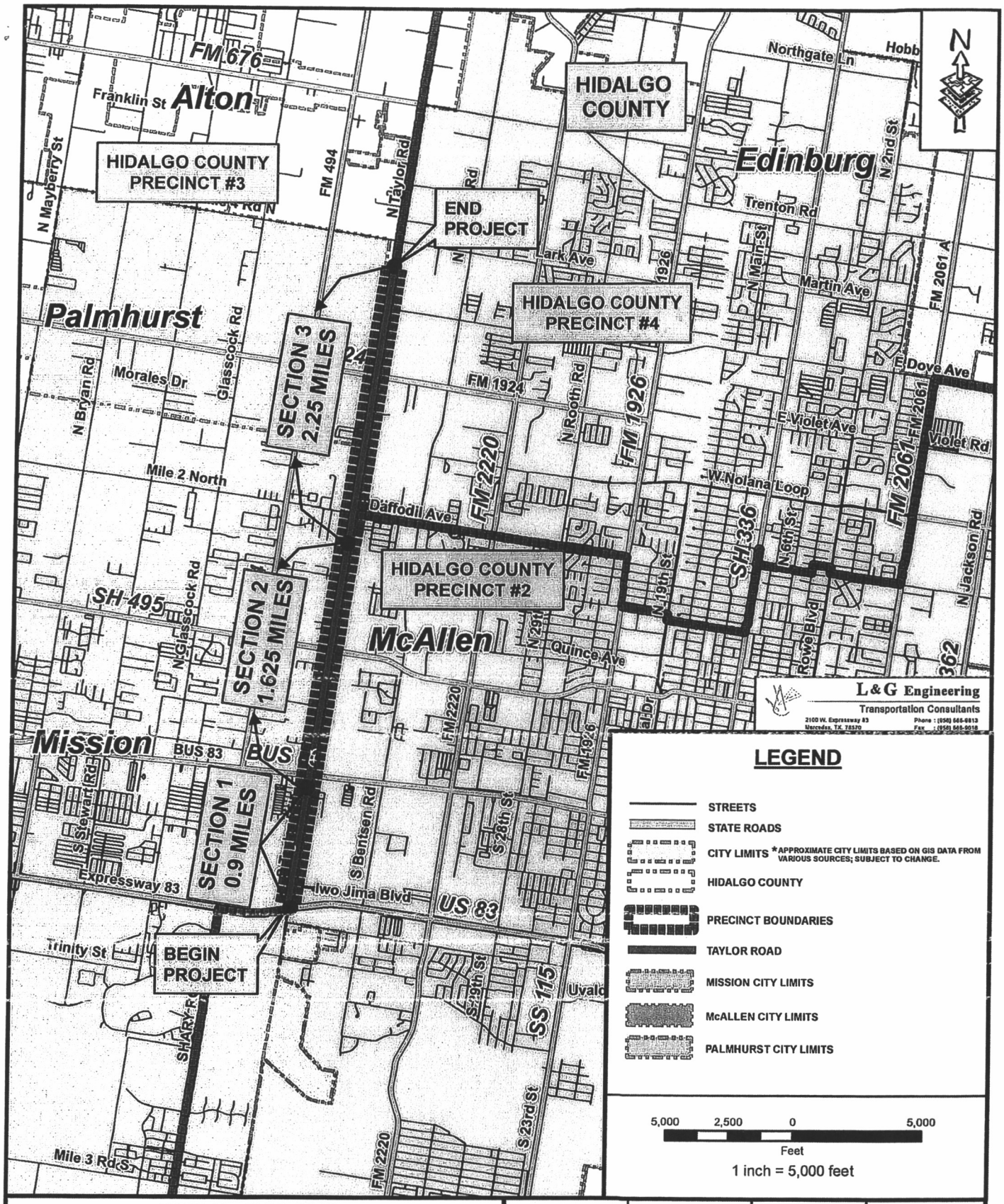
ESTIMATED LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTH. $ 1,152,080.31

COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTION I & II: $ 21,121,482.80

State/Federal Estimated Costs

LPA Estimated Costs

7/23/2013



L&G Engineering
Transportation Consultants
2100 W. Expressway 83 Phone : (956) 668-8813
Mercedes, TX. 78570 Fax : (956) 668-8818

LEGEND

- STREETS
- STATE ROADS
- CITY LIMITS *APPROXIMATE CITY LIMITS BASED ON GIS DATA FROM VARIOUS SOURCES; SUBJECT TO CHANGE.
- HIDALGO COUNTY
- PRECINCT BOUNDARIES
- TAYLOR ROAD
- MISSION CITY LIMITS
- McALLEN CITY LIMITS
- PALMHURST CITY LIMITS

TAYLOR RD
LOCATION MAP

FROM N OF US EXP 83 TO 1300' N. OF DOVE
APPROX. PROJECT LENGTH 4.8 MILES

THE COUNTY OF HIDALGO TEXAS
CITY OF MISSION, TEXAS FOUNDED IN 1909
City of McAllen
CITY OF PALMHURST, TEXAS Est. 1964

AI-40304 **Precinct #4** **18. A.**

CC REGULAR

Meeting Date: 08/27/2013

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 Parcels 15 for the Trenton Drainage Project (Pct.4).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds - GLO Projects (6536-94-0100-5500-9403)
Pct. 4 Project

Attachments

Parcel 15 Trenton Drain
CORRECTED PG

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:44 PM
Manuel Chapa	Manuel Chapa	08/22/2013 11:31 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Rebecca Gomez Started On: 08/21/2013 09:05 AM

Final Approval Date: 08/23/2013

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMORANDOM

To: **Hidalgo County Commissioners Court**

From: **Joe Ochoa**
Right of Way Agent

Date: **August 20, 2013**

Subject: **Trenton Drainage Project**
Parcel # 15-Leopoldo Alvarez

==========

Appraised Value	**$2,835.00**
Settlement Demand	**$5,600.00**
Difference	**$2,765.00**

*****See attached supporting documents**

Hidalgo County Commissioners Executive Session of 8/20/2013.

_____**Approved**

_____**Not Approved**

August 15, 2013

Mr. Joe Ochoa
Precinct 4 Right of Way Agent
Hidalgo County Right of Way Department
Edinburg, Texas 78539

RE: ROW GLO: 10-5066-000-5043
DRS010068
LEOPOLDO ALVAREZ

Dear Sirs:

In regards to your offer of $2,835.00 for the right of way on my property, I hereby decline, and I Leopoldo Alvarez makes a counteroffer of $5,600.00 for the right of way.

Please contact me at the following address:

LEOPOLDO ALVAREZ
2607 Iris Drive
San Juan, Texas 78589

Sincerely,

LEOPOLDO ALVAREZ

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the south line of East Trenton Road east of Tower Road, Hidalgo County, Texas.	District: 21
Property Owner: Leopoldo Alvarez	ROW CSJ: N/A
Address of Property Owner: 2607 Iris Drive, San Juan, Texas 78589	Parcel: 15
Occupant's Name: Leopoldo Alvarez	Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition	Highway: Trenton Drainage 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 $2,835.00 as of October 8, 2012, based upon my independent appraisal and the exercise of my professional judgment; on October 8, 2012, (date)(s), I personally inspected in the field the property herein appraised; as per field notes I afforded Berta Martinez , 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 December 8, 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, County of Hidalgo 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.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

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

July 11, 2013
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

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 4 Honorable Hidalgo County Commissioner Joseph Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the use as a portion of a drainage improvement project. The intended use of the report is to assist Benito Rodriguez, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the State of Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Joe Pena shall be the project manager for this project under the direction of Honorable Hector Joseph Palacios, County Commissioner of Precinct No. 4. Mr. Pena has a local office located at 1051 Doolittle Road Edinburg, Texas and can be contacted at (956) 383-3112.

Scope of the Assignment

By work order number 628724 dated January 11, 2010 on behalf of the Hidalgo County Precinct No. 4, Joe Pena, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Quintanilla, Headley and Associates, Inc Engineering located at 124 East Stubbs Street, Edinburg, Texas dated September 11, 2009 and revised on November 4, 2011. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along El Rancho Road, South Tower Road and South Alamo Road and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through negotiations. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern property boundary of the subject property and does not affect the remainder of the tract in the remainder after state. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

During the analysis of the subject property it was determined that the overall land area of 4.92 shall be utilized as the economic unit of the subject property for the analysis of the part to be acquired. This land area is indicative of the market trends within the immediate area and shall be utilized for the direct sales comparison approach to value in order to determine the current market value of the whole. Once the unit rate for the subject is established, a pro-rata part of the whole is applied the determination of the part to be acquired. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition were indicated to have an economic unit range of 5.00 acres to 70.54 acres.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the land area to be acquired is 0.21 acres (9,148 square feet). The part to be acquired is encumbered by a 0.07 acre existing H.C.I.D. No. 2, leaving a net 0.14 acre (6,098 square feet) of land. The proposed acquisition has approximately 170.73' lineal feet of frontage along the northern side of a drainage canal easement located along the southern boundary of the subject property. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for commercial use. This use is based on the local market trends along Alberta and Trenton Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired (Net)	**0.114**	**Acres**
	6,098	**Square Feet**

Legal Description: Part To Be Acquired

A 0.21 of an acre tract of land out of Lot 2, 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 General Warranty Deed Recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas and accessed via internet www.hidalgoad.org. The subject property was indicated to be under the ownership of Roberto G. Cavazos & Olga Cavazos. This was found under the tax account 555756.

OWNER OF RECORD	LEOPOLDO ALVAREZ
PROPERTY TAX IDENTIFICATION NO.	555756
IMPROVEMENT VALUE	$91,779
LAND VALUE	$79,743
ASSESSED VALUE	$171,522
EXEMPTIONS	NONE INDICATED

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region, which contains, water, water wells, electricity, and phone service, which is typical of the market area.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

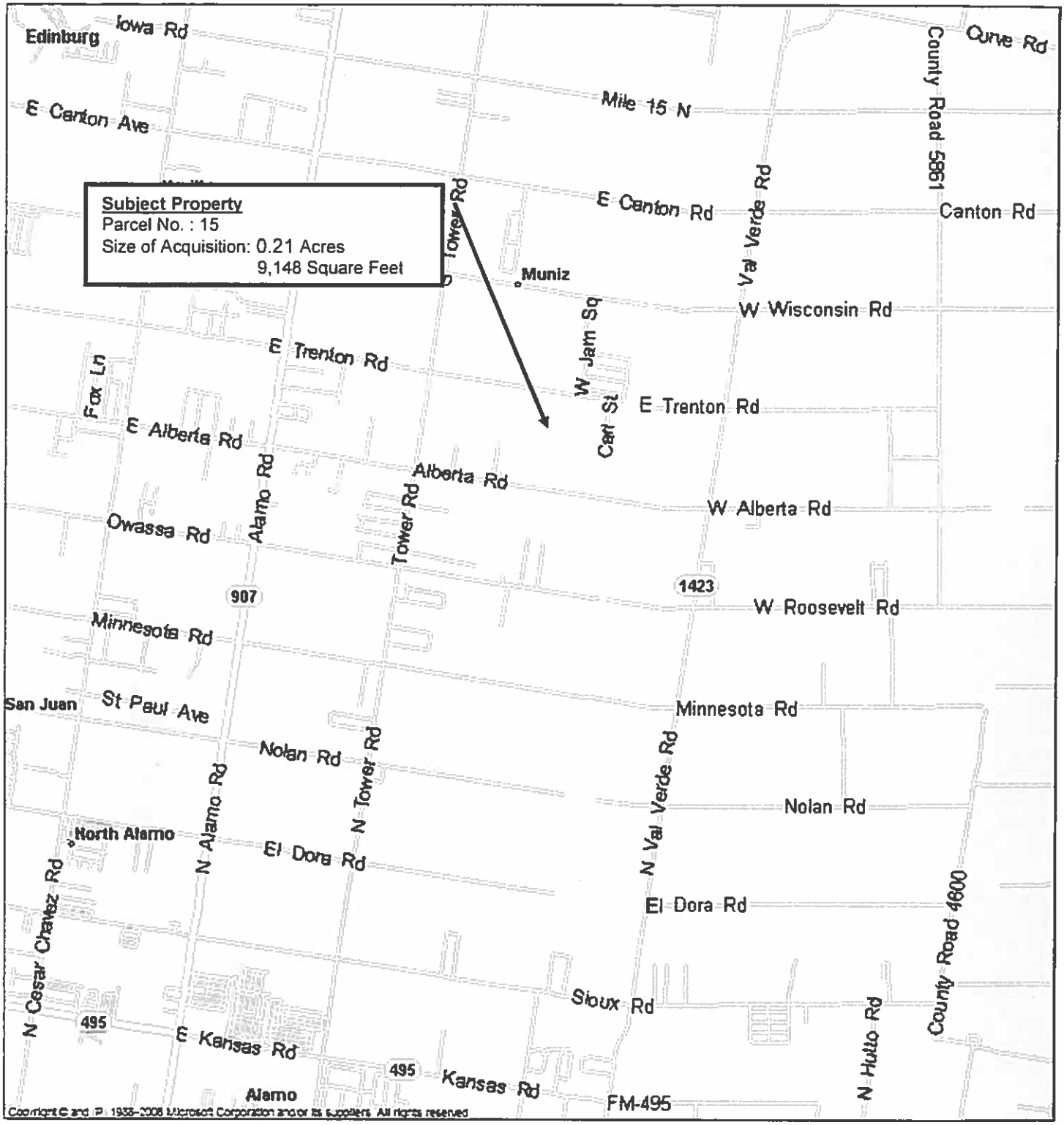
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) months exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth

AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)

NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

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.15 FEE SIMPLE

A 0.21 OF AN ACRE TRACT OF LAND OUT OF LOT 2, 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 GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2193533, 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 POINT FOR THE SOUTHWEST CORNER OF LOT 2 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51"E, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 54.00 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 170.73 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE ARMANDO CASTRO TRACT (A 5.176 ACRE TRACT OUT OF LOT 2, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1749143, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

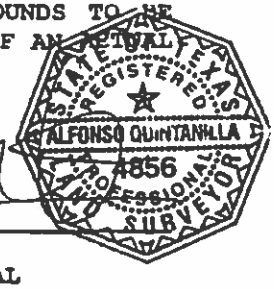
THENCE; S 08°31'51"W, ALONG THE WEST LINE OF THE ARMANDO CASTRO TRACT, A DISTANCE OF 54.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09"W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 170.73 FEET (DEED RECORD: 174.20 FEET) TO THE POINT OF BEGINNING AND CONTAINING 0.21 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.

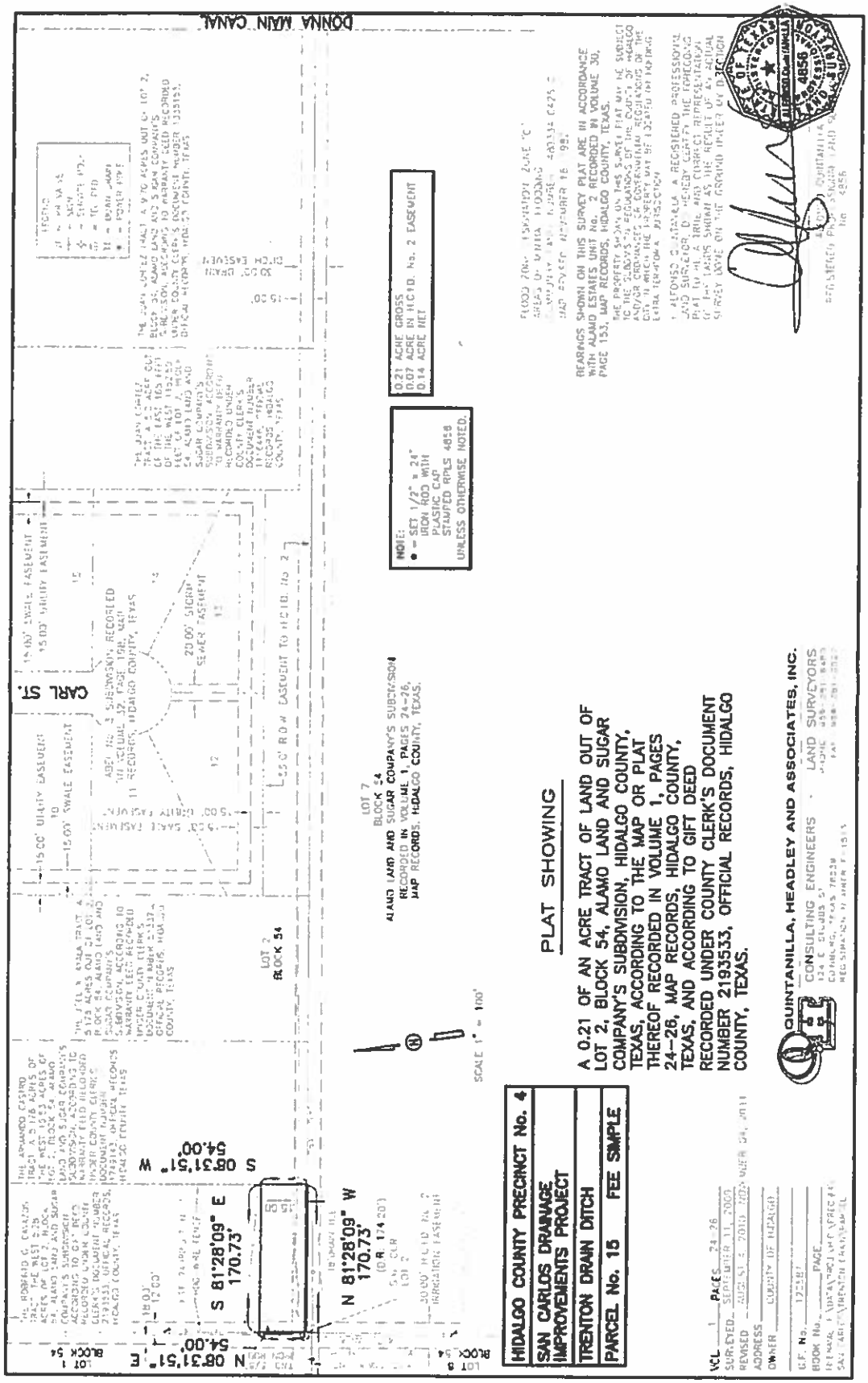
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.



DATE PREPARED: November 4, 2011

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

SURVEY OF PART TO BE ACQUIRED (Page 2 of 2)



Green Highlighted Area = Existing ROW / Yellow Highlighted Area = Proposed Right of Way

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 4 Honorable Hidalgo County Commissioner Joseph Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the use as a portion of a drainage improvement project. The intended use of the report is to assist Benito Rodriguez, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Joe Pena shall be the project manager for this project under the direction of Honorable Hector Joseph Palacios, County Commissioner of Precinct No. 4. Mr. Pena has a local office located at 1051 Doolittle Road Edinburg, Texas and can be contacted at (956) 383-3112.

Scope of the Assignment

By work order number 628724 dated January 11, 2010 on behalf of the Hidalgo County Precinct No. 4, Joe Pena, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Quintanilla, Headley and Associates, Inc Engineering located at 124 East Stubbs Street, Edinburg, Texas dated September 11, 2009 and revised on November 4, 2011. The scope of the assignment is to appraise the area as fee simple in its present “as is condition” subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along El Rancho Road, South Tower Road and South Alamo Road and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

AI-40389 **Budget and Management 19. A.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Hold Public Hearing to consider public input and commentary regarding the proposed Hidalgo County franchised rural solid waste collection program.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Sergio Cruz Started On: 08/23/2013 04:52 PM

Final Approval Date: 08/23/2013

AI-40387 **Budget and Management 19. B. 1.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 CW Adm. (1200):
Approval of 2013 unappropriation of funds from CW Adm.-Contingency, program #030, in the amount of $30,989.90.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-125-030-0-899

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $30,989.90 to clear negative f/b in the Co. Wide R & B f/b. Funds available as of 8-23-13.

Attachments

CW Adm. unappropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/23/2013 04:20 PM
Budget & Management	Obdett Calzada	08/23/2013 04:29 PM
Manuel Chapa	Manuel Chapa	08/23/2013 04:46 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Ivan Cantu Started On: 08/23/2013 03:56 PM

Final Approval Date: 08/23/2013

DATE: August 27, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for CW Adm.

ACCOUNT NUMBER: 3-1200-431-00-125-030-0-899

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2013
Unappropriation

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
3-1200-431-00-125-030-0- 899	CW Adm.-	Contingency	(30,989.90)
		TOTAL BUDGET INCREASE (DECREASE)	**(30,989.90)**

REASON: To unappropriate monies in order to clear negative f/b in the Co. Wide R & B (fund 1200).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40388 **Budget and Management 19. C.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion and consideration of the funding request to purchase Odyssey Software Session Works Judge's Edition for civil cases necessary to accommodate the Supreme Court mandated transition to electronic filing.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 04:37 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Sergio Cruz Started On: 08/23/2013 04:27 PM

Final Approval Date: 08/23/2013

AI-40386 **Budget and Management 19. D.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Sergio Cruz **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

FY 2012 JAG Grant (1282):
Requesting approval to reclassify salaries and fringe benefit expenditures of one (1) Bailiff position, slot no. G002 to general fund for the period of January 01, 2013 through the end of grant award on August 31, 2013.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	08/23/2013 04:28 PM
Budget & Management	Obdett Calzada	08/23/2013 04:50 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Rosie Cantu Started On: 08/23/2013 03:23 PM

Final Approval Date: 08/23/2013

AI-40292 **Purchasing Department 20. A. 1.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Interlocal Lease Agreement between County of Hidalgo and Community Supervision and Corrections Department with direction of the following including but not limited to;

1. Term of Agreement (Mr. Arnold Patrick, Director of CSCD, agrees to the 10 year term with a 10 year renewal term as historically done in the past).

2. Commissioners Court consideration to waive the monthly lease fees as granted on May 31, 2011 to date.

3. Setting of the monthly payment of lease fees as follow:

A. $_____Monthly Lease Fees
B. $_____Maintenance Fees (Upkeep and repairs to leased premises).

BACKGROUND

Previous monthly lease fees: $4,500.00
Previous monthly maintenance fees: $500.00
Total monthly revenues: $5,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to County of Hidalgo, possibly revenues to County pursuant to CC action.

Attachments

Lease

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:22 PM
Budget & Management	Obdett Calzada	08/23/2013 01:42 PM
Glinda Pacheco	Glinda Pacheco	08/23/2013 04:50 PM
Auditor's Office	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Vangie Garcia Started On: 08/20/2013 11:58 AM

Final Approval Date: 08/23/2013

INTERLOCAL LEASE AGREEMENT

WHEREAS, Hidalgo County (hereinafter "Lessor") is a validly organized and constituted governmental entity properly established in accordance with Article IX, Texas Constitution;

WHEREAS, the Hidalgo County Community Supervision and Corrections Department (hereinafter "Lessee") is properly established in accordance with Chapter 76, Government Code;

WHEREAS, Chapter 292, Local Government Code, authorizes county commissioners to purchase, construct, reconstruct, improve, or equip or provide by other means a building or rooms, other than the courthouse, for the housing of county or district offices, county or district courts, justice of the peace courts, county records or equipment (including voting machines), or county jail facilities, or for the conducting of other public business, and thereafter Lease the building or rooms;

WHEREAS, Chapter 140, Local Government Code, permits a community supervision and corrections department, as a "specialized local entity," to enter into contractual arrangements, including Leases;

THEREFORE, this Lease Agreement (hereinafter "Lease") is made and entered into by and between the Lessor and the Lessee.

I
LEASED PREMISES

1.1. Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by the Lessee, does hereby lease and demise to the Lessee the real property (hereinafter the "Leased Premises") described as:

1000 N. M ROAD
EDINBURG, TEXAS

1.2. Lessor agrees to Lease said property to the Lessee together with all the improvements, rights, and privileges belonging thereto, and covenants the Lessee shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term of the Lease.

1.3. Lessee accepts the leased Premises and acknowledges that its possession constitutes a conclusive admission that it has inspected the Leased Premises

and found them in good condition and repair and in all respects in the configuration required by the lessee.

II
TERM

2.1. The term of this Lease is for a period of **ten (10)** years, which shall begin on the date possession is granted to the Lessee by Lessor.

2.2. Lessor hereby grants to Lessee an option to renew this Lease upon the same terms and conditions for an additional **10** years, except that the rent paid under Article III shall be renegotiated.

2.3. Notwithtstanding anything to the contrary, it is agreed that this Lease may be terminated by the Lessee at the Lessee's option if funding from the State of Texas is not appropriated or made available by the Legislature of the State of Texas that may be used for rental payments.

III
RENT

3.1. In consideration for the use and occupancy of, and as rent for the Leased Premises, lessee promises and agrees to timely pay lessor during the term of this Lease a rental in the amount of $_____per month and a maintenance fee in the amount of $_____ per month. All payments of rent shall be subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.
Pending Commissioners Court action.

3.2. Rental payments shall be due and owing by the Lessee the first day of each and every month for the duration of this lease agreement.
Pending Commissioners Court action.

3.3. All rental payments shall be sent to:
Pending Commissioners Court action.

IV
USE OF LEASED PREMISES

4.1. Lessee shall use the Leased Premises for community supervision, administrative, and **substance abuse treatment facility services and offices**.

V
SERVICE, MAINTENANCE AND UTILITIES

5.1. Lessor agrees to maintain all exterior walls, heating, fire protection, and air conditioning systems, and all other mechanical systems of the building. Lessor also agrees to maintain water lines within the building. Lessor shall be responsible for any water damage to walls and ceilings caused by plumbing, condensation, or other structural problems.

5.2. Lessor shall be responsible for janitorial, maintenance services and light bulb replacement.

5.3. Lessor shall be responsible for interior walls and ceilings to include painting and furnishing replacement wall paper.

5.4. Lessor shall be responsible for pest control.

5.5. Lessor shall be responsible for landscaping.

5.6. Lessor shall be responsible for the installation and maintenance of wiring for telephone, internal security, and surveillance systems.

5.7. Lessee shall be responsible for glass breakage not attributable to fair wear and tear or to natural occurrences such as windstorms.

VI
INSURANCE

6.1. Lessor shall at all times during the term of this Lease maintain a policy or policies of insurance issued by and binding upon the insurance company, insuring the building and Leased Premises against all risk of direct physical loss in an amount equal to no less than eighty percent (80%) of the full replacement cost of the building, as of the date of the loss.

6.2. Lessee shall be responsible for maintaining insurance for any improvements it makes to the Leased Premises or for personal property of lessee placed on the Leased Premises.

VII
WASTE AND NUISANCE

7.1. Lessee shall maintain the Leased Premises free from waste or nuisance and shall deliver the Leased Premises in good repair and sound condition at the termination of the Lease, ordinary wear and tear and damages by fire, tornado, or other casualty excepted. Lessee shall repair any damage to the Leased Premises not attributable to fair wear and tear or natural causes. In the event Lessee shall breach this Lease, Lessor shall have the right, but not the obligation to cause such repair or corrections to be made, and any reasonable costs

therefore shall be payable by the Lessee to the Lessor, subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.

VIII
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

8.1. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of the Lessor. Consent for non-structural alterations, additions, or improvements shall not be unreasonably withheld by the Lessor. All alterations, additions, or improvements made by the Lessee shall become the property of the Lessor at the termination of this Lease.

8.2. Lessee shall have the right at all times to erect and install furniture and fixtures provided that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove, at the termination of this Lease, such items so installed. Lessee shall repair any damage caused by such removal.

IX
DAMAGE OR DESTRUCTION

9.1. If the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be damaged so that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of the occurrence.

9.2. If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease will not terminate, but the Lessor shall at its sole cost and risk proceed forthwith to rebuild or repair the Leased Premises or to substantially restore the Leased Premises to the condition in which they existed prior to such damage. If the casualty occurs during the final three (3) months of the Lease term, the Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder shall be adjusted equitably. In the event that Lessor shall fail to complete such rebuilding or repairs within ninety (90) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to the Lessor, whereupon all rights and obligations hereunder shall cease.

X
LIABILITY INSURANCE

Lessee shall maintain in full force and effect during its occupancy of the Leased Premises a liability policy containing a liability limit of no less than $300,000 for aggregate bodily injury, $100,000 per individual, and $100,000 for property damage.

XI
DEFAULT AND REMEDIES

11.1. If any of the following conditions occur, the Lessor may, at the Lessor's option, give to the Lessee notice that the Lessor has elected to end the term of the Lease at any time after the expiration of thirty (30) days from the date of service of such notice, in which event, after the expiration of said thirty (30) days, this Lease shall, at the option of the Lessor, terminate as if that were the day originally fixed herein for the expiration of the term of this Lease, and the Lessor, the agents or representatives of the Lessor, shall have the right, without further demand, to re-enter and take possession of the Leased Premises with or without process of law, and remove all persons and their property from the Leased Premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenants:

A. The Lessee has defaulted in the payment of any installment of rent, or other sums of money herein stipulated to be paid by Lessee, and if such default continued for a period of thirty (30) days after notice of such default and request for compliance has been given the Lessee by the Lessor; or

B. The Lessee has failed to perform any covenant imposed upon Lessee hereunder, which does not involve the payment of liquidated sums of money and if such default has continued for a period of sixty (60) days after notice of said default has been given to Lessee.

Provided, however, that Lessor may not so cancel or terminate this Lease if any such default cannot reasonably be corrected within a sixty (60) day period for so long as Lessee proceeds in good faith and with due diligence to remedy and correct such default.

11.2. Notwithstanding the foregoing, Lessor will also have all other remedies provided by law or in equity for default by Lessee.

XII
MORTGAGES

12.1. Lessee accepts this Lease subject to any deeds of trust, security interests, or mortgages which might now or hereafter constitute a lien upon the building or improvements therein or on the Leased Premises and subject to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the property. Lessee shall at any time hereafter, on demand, execute any instruments, releases, or other documents that may be required by any mortgagee for the purpose of subjecting or subordinating this Lease to the lien of any such deed of trust, security interest, or mortgage.

XIII
NOTICES AND ADDRESSES

13.1. All notices provided to be given under this Lease shall be made in writing addressed to the proper party at the following address:

LESSOR:	LESSEE:
Hidalgo County Attn: Ramon Garcia Hidalgo County Judge 304 W. University Drive Edinburg, Texas 78539	Hidalgo County Community Supervision And Corrections Department Attn: Arnold Patrick, Director 3100 S. Business Hwy. 281 Edinburg, Texas 78539

XIV
LEGAL CONSTRUCTION

14.1. In case any one or more of the provisions contained in this Lease 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 provisions thereof and this Lease shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XV
AMENDMENT

15.1. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

XVI
COMMITMENT OF REVENUES

15.2 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the last date indicated below.

Executed in _____ County, Texas by:

Lessor: Hidalgo County

By: _____

Title: _____

Date: _____

Lessee: Hidalgo County Community Supervision
And Corrections Department

By: _____

Title: _____

Date: _____

AI-40206 **Purchasing Department 20. B. 1.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a "Professional Engineering Services" agreement as reviewed and approved as to form by legal with **Millennium Engineers Group, Inc.** for provision of "**Geo-Technical Services (On Call On As Needed Basis)** for projects located within Hidalgo County Precinct One with assigned contract number C-13-243-08-27.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be identified once Precinct identifies project(s) by means of work authorizations.

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:22 PM
Budget & Management	Obdett Calzada	08/23/2013 01:27 PM
Glinda Pacheco	Glinda Pacheco	08/23/2013 04:22 PM
Auditor's Office	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Vangie Garcia Started On: 08/14/2013 01:47 PM

Final Approval Date: 08/23/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-243-08-27

THIS AGREEMENT is made effective the 27th day of **AUGUST, 2013** by and between **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT NO. 1** and **MILLENNIUM ENGINEERS GROUP, INC.** of Edinburg, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on call on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT NO. 1** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 1**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **one (1) year**, effective **August 27th, 2013** and will expire **August 26th, 2014** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental

Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own

expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

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

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

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

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	**Millennium Engineers Group, Inc.** **Attn: Raul Palma, P.E. President** **705 Dawson Drive** **P.O. Box 4569** **Edinburg, Texas 78540-4569**

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

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

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

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

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

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

Approved by Commissioners' Court on: _____, 2013

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool***"
RFQ No.: 2013-003-12-05-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2013-003-12-05-SMA

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1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
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7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 13 , 2012
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2013-003-12-05-SMA-"HIDALGO COUNTY*** *(Including all funding sources, programs, and entities)* ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*,**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05 , 2012**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY APPROVED HOLIDAYS:

2013 YEAR	
New Year's Day	**12/31/12 and 01/01/13**
Martin Luther King Day	**01/21/13**
President's Day	**02/18/13**
Good Friday	**03/29/13**
Easter	**04/01/13**
Memorial Day	**05/27/13**
Independence Day	**07/04/13**
Labor Day	**09/02/13**
Veteran's Day	**11/11/13**
Thanks Giving Day	**11/28/13 and 11/29/13**
Christmas Day	**12/24/13 and 12/25/13**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
  appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants,

customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-
Geotechnical and Construction Materials Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2013 and ending February 8, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2013-003-12-05-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. Please sign the original in ***blue ink***.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Pre-Certification by TX-DOT for State funded **ROADWAY** projects only is preferred, but not required.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2013-003-12-05-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2013-003-12-05-SMA

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness Index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

FINAL

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2013-003-12-05-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department:: _____

Firm/Participant:Name: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ 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)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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 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: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: _____ Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company? _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State:_____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.:( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. 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[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

-Laboratory's Contract Rates

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section	
Material Preparation Time (per hour)	$41.00
Atterberg Limits (each test)	61.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	42.00
Moisture Density Relationship	
Standard Proctor (each test)	175.00
Modified Proctor (each test)	185.00
TxDOT Proctor (each test)	185.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	185.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	600.00
Additional Specimens (each specimen)	150.00
Small Moisture Content of Aggregates and Base (each test)	8.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	65.00
pH (each test)	70.00
Resistivity of Soils (each test)	85.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	425.00

Bituminous Section

Material Preparation Time (per hour)	$44.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	55.00
Extraction & Gradation, Percent Asphalt (each test)	225.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity of Mixtures (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	75.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	42.00

Concrete Section

Material Preparation Time (per hour)	$44.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	18.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	20.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	10.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	30.00
Strip & Hold Beam (each beam)	10.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. In.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	75.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$44.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.60
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	48.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	65.00
Flagman (per hour)	41.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	40.00
Moisture Content (each test)	9.00
Grout Backfill (per foot)	4.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$41.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	44.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	44.00
Senior Engineering Technician (per hour)	48.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	48.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	65.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	85.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office)	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office)	0.60
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour)	48.00
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports (each report)	30.00
Clerical/Administrative (per hour)	40.00
Fax (per page)	1.00
Photocopies	
8 ½" x 11" (per page)	0.12
8 ½" x 14" (per page)	0.15
11" x 17" (per page)	0.20
Microcomputers (per hour)	5.00

Professional Services

Principal Engineer (per hour)	$125.00
Project Engineer (per hour)	105.00
Staff Engineer (per hour)	95.00
Graduate Engineer (per hour)	85.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour)	$67.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement #C-13-00-00

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.1, Commissioner, A.C. Cuellar, Jr., as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(approval date)___ as indicated below and effective as of _____ day of _____, 2013.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By:

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____ ____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ___ ____ day of _____ **20**___ concerning Laboratorying for _____ ____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

Commercial Certificate of Liability Insurance

FARMERS

Agency SERGIO RODRIGUEZ
Name & Address 5121 S JACKSON RD, EDINBURG, TX 78539

St. 19 Dist. 42 Agent 323

Insured MILLENIUM ENGINEERS
Name & Address 705 DAWSON DR EDINBURG, TX 78539

Issue Date (MM/DD/YY) 06/17/13

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies shown below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Companies Providing Coverage (NAIC #):
Company Letter A Truck Insurance Exchange 21709
Company Letter B Farmers Insurance Exchange 21652
Company Letter C Mid-Century Insurance Company 21687
Company Letter D LLOYDS OF LONDON

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Add'l. Insrd.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
D		General Liability ____ Commercial General Liab. ____ Businessowners Liability ____ Claims Made ____ Occurrence General Aggregate Limit Applies: ____ Per Location ____ Per Project	B2066374566	11/22/2012	11/22/2013	Each Occurrence Damage To Rented Premises (Ea Occur.) Medical Expenses (Any one person) Personal & Adv. Injury General Aggregate Prod./Comp. Ops. Aggr.	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		Automobile Liability ____ Any Auto ____ All Owned Autos ____ Scheduled Autos ____ Hired Autos ____ Non-Owned Autos				Combined Single Limit (Each accident) Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage (Per accident)	$ $ $ $
		Garage Liability ____ Any Auto				Auto Only-Ea. Accident Other Than Auto Only: Each Accident Aggregate	$ $ $
		Umbrella Liability Retention $				Limit	$
D		Workers' Compensation and Employers' Liability	72WEC GY880	10/16/2012	10/16/2013	Statutory Each Accident Disease - Ea. Employee Disease - Policy Limit	 $ 100,000 $ 100,000 $ 100,000

Description of Operations/Vehicles/Restrictions/Special items:

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

Certificate Holder

Name & Address HIDALGO COUNTY
2812 S BUSINESS 281
EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	STATE FARM INSURANCE ROBERT R ELIZALDE 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: Mirza Sanchez PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: mirza@ROBERTELIZALDE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: State Farm Mutual Automobile Insurance Company	25178
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED	MILLENIUM ENGINEERS GROUP, INC PO BOX 4669 EDINBURG, TX 78540		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
	Primary and Non-Contributory						PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			159 6011	07/19/2013	01/19/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2008 FORD RANGER: 1FTYR10D58PA82353
2010 FORD RANGER: 1FTKR1AD0APA22160
2008 FORD RANGER: 1FTYR10D48PA62344
2008 FORD RANGER: 1FTYR10D38PA82175

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County 2812 S. Business 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2013

PRODUCER (201)262-1200 FAX: (201)262-7810
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Millennium Engineers Group, Inc.
705 Dawson Drive
PO Box 4569
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443-
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	MCH28 836 48 72 FULL PRIOR ACTS	12/12/2012	12/12/2013	Per Claim Limit	$1,000,000
						Aggregate Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, NJ 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

Timothy Esler/JEAN

ACORD 25 (2009/01)
INS025 (200901).01

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Legal Review/Approval-Contract with Millennium Engineers

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Aug 19, 2013 04:32 PM

Subject : Fwd: Legal Review/Approval-Contract with Millennium Engineers

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, August 19, 2013 4:13:14 PM
Subject: RE: Legal Review/Approval-Contract with Millennium Engineers

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, August 19, 2013 3:20 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: Legal Review/Approval-Contract with Millennium Engineers

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Saturday, August 17, 2013 11:28:08 AM
Subject: Legal Review/Approval-Contract with Millennium Engineers

Good Morning Marty:
Please forward the above attached contract to legal for his review and approval as to form of complete contract document so as to proceed ahead with an agenda item hopefully for August 27, 2013 for approval of contract (on call on an as needed basis).

Thank you

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Aug 19, 2013 03:20 PM

AI-40276 **Purchasing Department** **20. C. 1.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Correction to AI-38110 (approved by CC on 04/16/13) to include, Pursuant to Article 14 of the current agreement-C-13-098-04-16 and WA#1, Halff Associates, Inc. is requesting approval to engage the services of sub-consultant (Prodigy) with adherence to insurance provisions required by said article;

B. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 1 as submitted by HALFF ASSOCIATES, INC., due to additional services/timeline to the project increasing in the amount by $935.00, with revised total cost amount of $ 6,935.00, for the purposes of "engineering services" for "Job Specific" Project: (US 281 and SH 186 LINN - SAN MANUEL BEAUTIFICATION PROJECT) in connection to agreement #C-13-098-04-16 located within Precinct No. 4.

BACKGROUND

Contract #C-13-098-04-16 (approved by CC on 04/16/13)
Work Authorization#1 (approved by CC on 04/16/13)

Letter by Sub-Consultant (Prodigy)

Supplemental Agreement#1 to WA#1
email by Pct 4 (proceed w/SA1 to WA1)
email by Raul Sesin, PE (proceed w/SA1 to WA1)

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

Account available balance as of 8-23-13 $1,925.98
PO# 691376

Attachments

Letter of Sub Consultant (Prodigy)
WA#1-C-13-098-04-16-Halff Assoc Inc-(Linn-San Manuel Proj)
Contract#C-13-098-04-16-Halff Assoc Inc(Linn-San Manuel Proj)
SA#1 to WA#1-Halff Assoc Inc-C-13-098-04-16 (Linn-San Manuel Proj)
PO increase

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:22 PM
Budget & Management	Obdett Calzada	08/23/2013 01:28 PM
Manuel Chapa	Manuel Chapa	08/23/2013 02:52 PM
Auditor's Office	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Letty Saenz Started On: 08/19/2013 11:29 AM

Final Approval Date: 08/23/2013

Prodigy
Construction Management LLC
"Accountability that is Measurable and Attainable"

February 8, 2013

Menton "Trey" Murray, P.E.
Halff Associates
5000 W. Military Highway, Suite 100
McAllen, Texas 78503

Dear Mr. Murray:

RE: San Manuel-Linn Rest Stop Lighting

This correspondence outlines the complete scope of work you requested, including estimated fees.

SCOPE OF SERVICES

1. MEP Engineering Services

    a. Review existing site conditions for design requirements.

    b. Provide Plans and specifications for Electrical and Lighting.

    c. A complete and final design signed and sealed by a **Professional Engineer.**

COSTS AND PROFESSIONAL FEES

Costs and fee estimates are summarized on the attached schedule. Our professional fees are billed upon completing of the plans and specifications.

1. MEP Engineering	$4,000.00

1335 E Jasmine.
McAllen, Texas 78501
prodigy@prodigycompany.com

Phone: 956-800-1122
Fax: 956-664-1832
www.prodigycompany.com

Prodigy
Construction Management LLC
"Accountability that is Measurable and Attainable"

CLOSING

We appreciate the opportunity to service your needs. If you want to accept this proposal, please sign one copy and return it.

Sincerely,

Hugo H. Avila, P.E.
Associate Principal

Enclosure

RESPONSE

This letter correctly sets forth the understanding of providing Professional MEP Engineering Services.

Accepted by Title Date

1335 E Jasmine.
McAllen, Texas 78501
prodigy@prodigycompany.com

Phone: 956-800-1122
Fax: 956-664-1832
www.prodigycompany.com

HIDALGO COUNTY

Professional Engineering Services
Contract # C-13-098-04-16
Work Authorization Form
WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, HALFF ASSOCIATES, INC., professional engineers of McAllen, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide: Electrical Engineering Review, Electrical Design by Sub Consultant (Prodigy), Contract coordination, & Administration Precinct 4 Site Lighting Linn-San Manuel Rest Stop.

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 $ 6,000.00. 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**/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 3-1100-452-00-124-009-0-334.
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 **Hidalgo County Precinct #4, Commissioner Joseph Palacios**, as to content and detail of this **Work Authorization**.

HIDALGO COUNTY PRECINCT No. 4

By: _____
Hon. Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 04/16/13 as indicated below and effective as of 16th day of Apr, 2013.

THE ENGINEER:
HALFF ASSOCIATES, INC.

By: _____
Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:
By: _____
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"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

- **Halff Associates** is pleased to submit this task order proposal to Hidalgo County (Precinct 4) Contract C-13-098-04-16 to Provide Electrical Engineering Design, Contract Coordination, and Construction Administration for the Site Lighting of the San Manuel – Linn Rest Station.

SCOPE OF SERVICES

Data Acquisition/Design Phase Services:

1. Plan Meetings for Design (1 visits).
2. Electrical Services and Lighting Design. (Sub consultant Prodigy)
3. 95% Review Meeting.
4. Issue Sealed Drawings.

Bid Phase Services:

1. Printing coordination.
2. Attendance of Meeting for Project Award (1 Meeting).

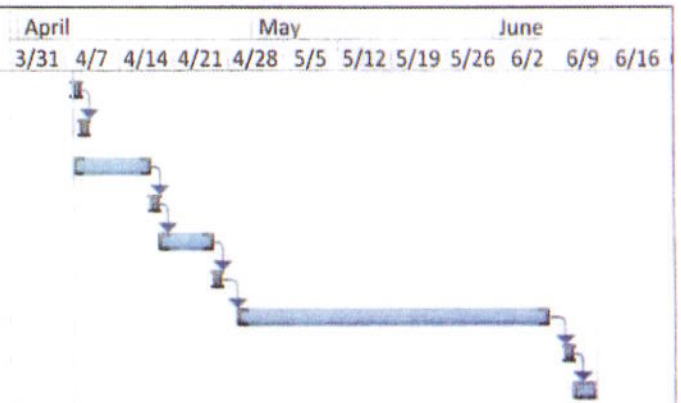
Construction Phase Services:

1. Submittal Review.
2. Response to RFI's.
3. Site Observation Visits and Reports

EXHIBIT "C"

Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Project Proposal	1 day	Mon 4/8/13	Mon 4/8/13	
2	Proposal Award	1 day	Tue 4/9/13	Tue 4/9/13	1
3	Electrical Design	8 days	Mon 4/8/13	Wed 4/17/13	
4	Issue Const. Documents	1 day	Thu 4/18/13	Thu 4/18/13	3
5	Project Procurement	5 days	Fri 4/19/13	Thu 4/25/13	4
6	Construction Kick-Off	1 day	Fri 4/26/13	Fri 4/26/13	5
7	Construction	30 days	Mon 4/29/13	Fri 6/7/13	6
8	Project Punchlist	1 day	Mon 6/10/13	Mon 6/10/13	7
9	Project Back Punchlist	3 days	Tue 6/11/13	Thu 6/13/13	8



Project: SCH130408_Pct4_SanMa
Date: Mon 4/8/13

Task	External Milestone		Manual Summary Rollup
Split	Inactive Task		Manual Summary
Milestone	Inactive Milestone		Start-only
Summary	Inactive Summary		Finish-only
Project Summary	Manual Task		Deadline
External Tasks	Duration-only		Progress

Page 1

http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&id=3...

 http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&id=3...

EXHIBIT "D"

COST PROPOSAL

Provide Electrical Engineering Design, Contract Coordination, and Construction Administration for the Site Lighting of the San Manuel – Linn Rest Station.

Professional Fee:

Electrical Engineering	$ 2,000
Electrical Design (Sub Consultant-Prodigy)	$ 4,000
Total Fee (as listed):	**$ 6,000**

Halff Associates, Inc.
Fee Schedule
HIDALGO COUNTY PRECINCT NO.4
SITE LIGHTING FOR SAN MANUEL LINN REST STOP

		Project Manager	PE	EIT	Designer	Const. Admin	CAD Tech	Clerical	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
	Contracted Rate	$175	$140	$100	$70	$75	$50	$50			
Task #	Task / Scope										
	Design Phase										
	Review Scope of project	2						2		4	$500
	Electrical Engineering Review	2						2	$4,000	4	$500
	Project Documents	2		2			3	8		15	$1,300
	Design Phase Sub-Total (Hours)	**6**	**0**	**2**	**0**	**0**	**3**	**12**		**23**	
	Design Phase Sub-Total ($)	**$1,050**	**$0**	**$200**	**$0**	**$0**	**$150**	**$600**	**$4,000**		**$6,000**
	TOTAL HOURS (PRIME CONSULTANT)	**6**	**0**	**2**	**0**	**0**	**3**	**12**		**23**	
	Contracted Rate	$175	$140	$100	$70	$75	$50	$50			
	TOTAL LABOR COSTS	**$1,050**	**$0**	**$200**	**$0**	**$0**	**$150**	**$600**			
	TOTAL EXPENSES								**$4,000**		
	TOTAL LABOR PLUS EXPENSES										**$6,000**

BAFO 2013.04.02

 http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&id=3...

Prodigy
Construction Management LLC
"Accountability that is Measurable and Attainable"

February 8, 2013

Menton "Trey" Murray, P.E.
Halff Associates
5000 W. Military Highway, Suite 100
McAllen, Texas 78503

Dear Mr. Murray:

RE: San Manuel-Linn Rest Stop Lighting

This correspondence outlines the complete scope of work you requested, including estimated fees.

SCOPE OF SERVICES

1. MEP Engineering Services

   a. Review existing site conditions for design requirements.

   b. Provide Plans and specifications for Electrical and Lighting.

   c. A complete and final design signed and sealed by a **Professional Engineer.**

COSTS AND PROFESSIONAL FEES

Costs and fee estimates are summarized on the attached schedule. Our professional fees are billed upon completing of the plans and specifications.

1. MEP Engineering $4,000.00

1335 E Jasmine.
McAllen, Texas 78501
prodigy@prodigycompany.com

Phone: 956-800-1122
Fax: 956-664-1832
www.prodigycompany.com

Prodigy
Construction Management LLC
"Accountability that is Measurable and Attainable"

CLOSING

We appreciate the opportunity to service your needs. If you want to accept this proposal, please sign one copy and return it.

Sincerely,

Hugo H. Avila, P.E.
Associate Principal

Enclosure

RESPONSE

This letter correctly sets forth the understanding of providing Professional MEP Engineering Services.

Accepted by Title Date

1335 E Jasmine.
McAllen, Texas 78501
prodigy@prodigycompany.com

Phone: 956-800-1122
Fax: 956-664-1832
www.prodigycompany.com

SPECIAL MEETING - APRIL 16, 2013

BE IT REMEMBERED, that on this 16th day of April A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

17. Precinct #2 - Comm. H. Palacios:

A. Request Approval of Interlocal Cooperation Agreement between the City of Hidalgo and the County of Hidalgo for the construction of McColl Road from (Dicker Road to Anaya Road).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

18. Budget & Management - Sergio Cruz:

A. Presentation and status update on Operation Clean Slate.

Sergio Cruz discussed various aspects of the Operation Clean Slate, collections amount, etc.

B. Budget Appropriations:

1. 2013 Pct. 1 Rd. Maint (1200):
Approval of 2013 appropriation of funds for Pct. 1 Rd. Maintenance, program #005, in the amount of $80,000 to fund road materials & equipment/vehicle R&M supplies.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Precinct No.2 RD MAINT (1200):
Approval of 2013 appropriation of funds from RD MAINT unreserved fund balance into Precinct No.2 McColl Road (Dicker to Anaya) project (program 087) in the amount of $389,748.45.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

19. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO

UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

b. Requesting approval of **Work Authorization No. 1 ($ 6,000.00)** from **HALFF ASSOCIATES INC.** for "Professional Engineering Services" in connection to **"job specific" PROJECT: "US 281 and SH 186 (Linn-San Manuel) Beautification Project"** located within **Hidalgo County Precinct Number 4**

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

G. Health & Human Services Dept.

1. a. Presentation and action in connection with the sole response received for RFP No 2013-008-03-13-YZV-"Registered Pharmacist Services" for the purpose of HCCC ranking it as "qualified" in order to continue to the next phase (i.e. negotiations) of the proposal process;

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the sole response.
Vote: 5 - 0 - Unanimously

b. Requesting authority for Purchasing department to negotiate with the sole "qualified" proposer Mr. David Castro in order to finalize a contract for consideration and award.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

H. Colonia Access Program Pct. 4

1. a. Requesting approval of "Supplemental Agreement No. 2" to C-CAP-08-031A-09-02 between Hidalgo County and Quintanilla, Headley & Associates Inc. to replace "Exhibit D1" with "Exhibit D1 REVISED" resulting in an increase of $8,840.00 in the estimated amount;

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 3 JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-13-098-04-16

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATES, INC.** professional engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for job specific: **"US 281 and SH 186 (Linn-San Manuel) Beautification Project"** located within **Hidalgo County Precinct Number 4,** hereinafter referred to as the ("**Project**").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer**

as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement. exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year, Commencing, April 16, 2013, Expiring, April 15, 2014,** (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the

Owner of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within

established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance

with the provisions of Article 6.1, hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer**

relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this

additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by

the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The

Engineer hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the

Owner, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards

established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E")** are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus

residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and

experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors")** shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitors")** from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be

incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Workers Compensation or Occupational Disease laws under the Texas Workers Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and

effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on

the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County	**Halff Associates, Inc.**
100 E. Cano, 2nd, Floor	**5000 West Military Hwy., Suite 100**
Edinburg, Texas 78539	**McAllen, Texas 78503**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the

Owner thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 16th day of April, 2013.

ENGINEER:
HALFF ASSOCIATES, INC.

BY: _____
Mentøn J. Murray, III, P.E., LEED AP

OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/16/13

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioner's Court on April 16, ***2013.***

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

BY: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Cost Proposal
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-002-01-18CGA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-002-01-18-CGA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2012-002-01-18-CGA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Gricelda (Cris) Ayala, Buyer III
(956) 292-7000 Ext. 4867
cris.villarreal@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2012-002-01-18-CGA- "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012**.

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the~~

~~receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an

employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to cris.villarreal@co.hidalgo.tx.us NO LATER THAN Tuesday, January 10, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction

- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.
- Roadway Design
- Drainage Design

- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (25)**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo

County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2012-002-01-18-CGA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2012-002-01-18-CGA

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form		
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/ proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

SAMPLE

Provider: _____

Evaluator: _____ Date: _____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2012-002-01-18-CGA

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PER & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED INSURER LETTER	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ENGINEERING SERVICES FOR HIDALGO COUNTY"
PROJECT NO.: 2012-002-01-18CGA

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:_____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. 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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-		-				

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2012-002-01-18-CGA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be provided by the Engineer

- **Halff Associates** is pleased to submit this proposal to Hidalgo County (Precinct 4) to provide Electrical Engineering Design, Contract Coordination, and Construction Administration for the Site Lighting of the Linn-San Manuel Rest Station.

SCOPES OF SERVICES:

Data Acquisition/Design Phase Services:

1. Plan Meetings for Design (1 visits).
2. Electrical Services and Lighting Design. (Sub Consultant Prodigy)
3. 95% Review Meeting.
4. Issue Sealed Drawings.

Bid Phase Services:

1. Printing Coordination.
2. Attendance of Meeting for Project Award (1 Meeting).

Construction Phase Services:

1. Submittal Review
2. Response to RFI's
3. Site Observation Visits and Reports

EXHIBIT C
-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Cost Proposal

Provide Electrical Engineering Design, Contract Coordination, and Construction Administration for the Site Lighting of the Linn-San Manuel Rest Station.

Electrical Engineering and Administration	$ 2,000.00
Electrical Design (Sub Consultant-Prodigy)	$ 4,000.00
Total Fee (as listed):	**$ 6,000.00**

EXHIBIT E
-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-098-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **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 **$** _____. 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**/Part/Section____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto,

and terminate ***upon completion of scopes of the work authorization***.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY PRECINCT No. 4

BY: _____

Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

THE ENGINEER:
HALFF ASSOCIATES INC.

_____

By: Menton J. Murray, III, P.E., LEED AP

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: 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 F

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. ____

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2013** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
HALFF ASSOCIATES INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bell Insurance Agency 16980 Dallas Parkway Dallas, TX 75248	CONTACT NAME: Candy Goehring PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916 E-MAIL ADDRESS: cgoehring@bellgroup.com
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Accident & Indmnity — 22357 INSURER B: Hartford Casualty Ins. Co. — 29424 INSURER C: Hartford Underwriters — 30104 INSURER D: ACE American Ins. Co. — 22667 INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER: 12/13 Master/Prof** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC			46UUNIY5768	07/12/2012	07/12/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			46UUNIY5768	07/12/2012	07/12/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			46XHUIY6677	07/12/2012	07/12/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46WENV6090	07/12/2012	07/12/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made Policy			EONG21673845	07/12/2012	07/12/2013	$5,000,000 Per Claim Limit $5,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo is included as additional insured as respects general liability if required by written contract, 30 day notice of cancellation applies except for 10 days for non payment

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Ashley/CANDY

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SPECIAL MEETING - APRIL 16, 2013

BE IT REMEMBERED, that on this 16th day of April A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 16, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the Court were counted present.

2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in Prayer.

3. **Prayer**
Virginia Townsend led the Court and Audience in Prayer.
Judge Garcia then asked for a Moment of Silence in remembrace of those who passed away in Boston.

4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.

5. **Open Forum**
-Frank Traver informed the Court that the Veterans of Foreign War Post is losing their building and asked if anything could be done.
-Opal Billman discussed her property dispute and the outcome of her case.
-Lupe Chavez argued and explained how he believed certain laws may have been broken by a County department.
-Nina Garza discussed the benefits of Organ Sharing and asked the Court to support them by wearing blue or green on Friday.

6. **County Judge's Office:**

A. Report on bills before the Texas Legislature of interest to Hidalgo County

-Bobby Villareal discussed SB1318 which is a $10 fee on Vehicle Registration.
-Raul Sesin discussed HB 2094 as it pertains to Roadway Side Vendors.
-Ms. Townsend expressed safety concerns with roadside vendors.

The Court then took up item 16.A. out of order.

17. **Precinct #2 - Comm. H. Palacios:**

A. Request Approval of Interlocal Cooperation Agreement between the City of Hidalgo and the County of Hidalgo for the construction of McColl Road from (Dicker Road to Anaya Road).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

18. **Budget & Management - Sergio Cruz:**

A. Presentation and status update on Operation Clean Slate.

Sergio Cruz discussed various aspects of the Operation Clean Slate, collections amount, etc.

B. **Budget Appropriations:**

1. 2013 Pct. 1 Rd. Maint (1200):
Approval of 2013 appropriation of funds for Pct. 1 Rd. Maintenance, program #005, in the amount of $80,000 to fund road materials & equipment/vehicle R&M supplies.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Precinct No.2 RD MAINT (1200):
Approval of 2013 appropriation of funds from RD MAINT unreserved fund balance into Precinct No.2 McColl Road (Dicker to Anaya) project (program 087) in the amount of $389,748.45.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

19. **Purchasing Department - Marty Salazar:**

Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO

04/01/13	22015113	ASG Security	$23.45	3-1100-452-00-121-013-0-413
04/01/13	22015111	ASG Security	$26.50	3-1100-431-00-121-005-0-413
Total			**$487.35**	

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve all claims listed under 19.C.1.

Vote: 5 - 0 - Unanimously

D. **Pct. 2**

1. Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department for: Hidalgo County Precinct No. 2 -"McColl Road Overlay & Curb and Gutter Improvements"-RFB No. 2013-139-05-08-MSS.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E. **Pct. 3**

1. Accept and approve final negotiated "On-Call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates, LLC for, "Various Projects" for Precinct No. 3 as ranked/approved for negotiations on CC 2/26/13.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

F. **Pct. 4:**

1. a. Requesting approval of a "professional engineering services" agreement with **HALFF ASSOCIATES INC** . for: "Professional Engineering Services" in connection to **"job specific" PROJECT: "US 281 and SH 186 (Linn-San Manuel) Beautification Project"** located within **Hidalgo County Precinct No. 4**

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a

HIDALGO COUNTY

Professional Engineering Services
Contract # C-13-098-04-16
Work Authorization Form
WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, HALFF ASSOCIATES, INC., professional engineers of McAllen, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide: Electrical Engineering Review, Electrical Design by Sub Consultant (Prodigy), Contract coordination, & Administration Precinct 4 Site Lighting Linn-San Manuel Rest Stop.

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 $ 6,000.00. 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**/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 3-1100-452-00-124-009-0-334.
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 **Hidalgo County Precinct #4, Commissioner Joseph Palacios**, as to content and detail of this **Work Authorization**.

HIDALGO COUNTY PRECINCT No. 4

By: _____
Hon. Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 04/16/13 as indicated below and effective as of 16th day of Apr, 2013.

THE ENGINEER:
HALFF ASSOCIATES, INC.

By: _____
Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:
By: _____
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"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

- **Halff Associates** is pleased to submit this task order proposal to Hidalgo County (Precinct 4) Contract C-13-098-04-16 to Provide Electrical Engineering Design, Contract Coordination, and Construction Administration for the Site Lighting of the San Manuel – Linn Rest Station.

SCOPE OF SERVICES

Data Acquisition/Design Phase Services:

1. Plan Meetings for Design (1 visits).
2. Electrical Services and Lighting Design. (Sub consultant Prodigy)
3. 95% Review Meeting.
4. Issue Sealed Drawings.

Bid Phase Services:

1. Printing coordination.
2. Attendance of Meeting for Project Award (1 Meeting).

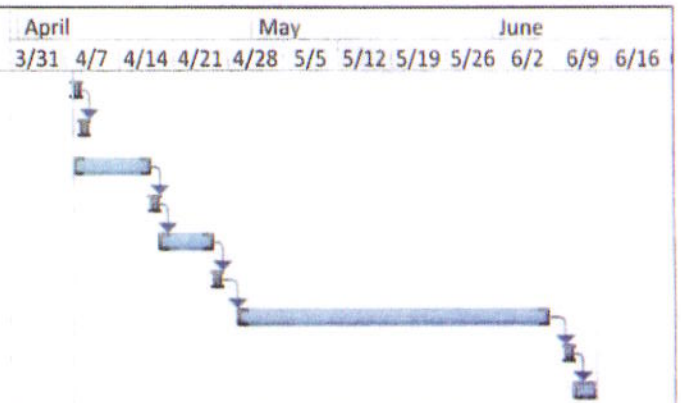
Construction Phase Services:

1. Submittal Review.
2. Response to RFI's.
3. Site Observation Visits and Reports

EXHIBIT "C"

Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Project Proposal	1 day	Mon 4/8/13	Mon 4/8/13	
2	Proposal Award	1 day	Tue 4/9/13	Tue 4/9/13	1
3	Electrical Design	8 days	Mon 4/8/13	Wed 4/17/13	
4	Issue Const. Documents	1 day	Thu 4/18/13	Thu 4/18/13	3
5	Project Procurement	5 days	Fri 4/19/13	Thu 4/25/13	4
6	Construction Kick-Off	1 day	Fri 4/26/13	Fri 4/26/13	5
7	Construction	30 days	Mon 4/29/13	Fri 6/7/13	6
8	Project Punchlist	1 day	Mon 6/10/13	Mon 6/10/13	7
9	Project Back Punchlist	3 days	Tue 6/11/13	Thu 6/13/13	8



Project: SCH130408_Pct4_SanMa
Date: Mon 4/8/13

Task	External Milestone		Manual Summary Rollup
Split	Inactive Task		Manual Summary
Milestone	Inactive Milestone		Start-only
Summary	Inactive Summary		Finish-only
Project Summary	Manual Task		Deadline
External Tasks	Duration-only		Progress

Page 1

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 http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&id=3...

EXHIBIT "D"

COST PROPOSAL

Provide Electrical Engineering Design, Contract Coordination, and Construction Administration for the Site Lighting of the San Manuel – Linn Rest Station.

Professional Fee:

Electrical Engineering	$ 2,000
Electrical Design (Sub Consultant-Prodigy)	$ 4,000
Total Fee (as listed):	**$ 6,000**

Halff Associates, Inc.
Fee Schedule
HIDALGO COUNTY PRECINCT NO.4
SITE LIGHTING FOR SAN MANUEL LINN REST STOP

		Project Manager	PE	EIT	Designer	Const. Admin	CAD Tech	Clerical	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
	Contracted Rate	$175	$140	$100	$70	$75	$50	$50			
Task #	Task / Scope										
	Design Phase										
	Review Scope of project	2						2		4	$500
	Electrical Engineering Review	2						2	$4,000	4	$500
	Project Documents	2		2			3	8		15	$1,300
	Design Phase Sub-Total (Hours)	**6**	**0**	**2**	**0**	**0**	**3**	**12**		**23**	
	Design Phase Sub-Total ($)	**$1,050**	**$0**	**$200**	**$0**	**$0**	**$150**	**$600**	**$4,000**		**$6,000**
	TOTAL HOURS (PRIME CONSULTANT)	**6**	**0**	**2**	**0**	**0**	**3**	**12**		**23**	
	Contracted Rate	$175	$140	$100	$70	$75	$50	$50			
	TOTAL LABOR COSTS	**$1,050**	**$0**	**$200**	**$0**	**$0**	**$150**	**$600**			
	TOTAL EXPENSES								**$4,000**		
	TOTAL LABOR PLUS EXPENSES										**$6,000**

 http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&id=3...

Prodigy
Construction Management LLC
"Accountability that is Measurable and Attainable"

February 8, 2013

Menton "Trey" Murray, P.E.
Halff Associates
5000 W. Military Highway, Suite 100
McAllen, Texas 78503

Dear Mr. Murray:

RE: San Manuel-Linn Rest Stop Lighting

This correspondence outlines the complete scope of work you requested, including estimated fees.

SCOPE OF SERVICES

1. MEP Engineering Services

   a. Review existing site conditions for design requirements.

   b. Provide Plans and specifications for Electrical and Lighting.

   c. A complete and final design signed and sealed by a **Professional Engineer.**

COSTS AND PROFESSIONAL FEES

Costs and fee estimates are summarized on the attached schedule. Our professional fees are billed upon completing of the plans and specifications.

1. MEP Engineering $4,000.00

1335 E Jasmine.
McAllen, Texas 78501
prodigy@prodigycompany.com

Phone: 956-800-1122
Fax: 956-664-1832
www.prodigycompany.com

Prodigy
Construction Management LLC
"Accountability that is Measurable and Attainable"

CLOSING

We appreciate the opportunity to service your needs. If you want to accept this proposal, please sign one copy and return it.

Sincerely,

Hugo H. Avila, P.E.
Associate Principal

Enclosure

RESPONSE

This letter correctly sets forth the understanding of providing Professional MEP Engineering Services.

Accepted by Title Date

1335 E Jasmine.
McAllen, Texas 78501
prodigy@prodigycompany.com

Phone: 956-800-1122
Fax: 956-664-1832
www.prodigycompany.com

SPECIAL MEETING - APRIL 16, 2013

BE IT REMEMBERED, that on this 16th day of April A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

17. Precinct #2 - Comm. H. Palacios:

A. Request Approval of Interlocal Cooperation Agreement between the City of Hidalgo and the County of Hidalgo for the construction of McColl Road from (Dicker Road to Anaya Road).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

18. Budget & Management - Sergio Cruz:

A. Presentation and status update on Operation Clean Slate.

Sergio Cruz discussed various aspects of the Operation Clean Slate, collections amount, etc.

B. Budget Appropriations:

1. 2013 Pct. 1 Rd. Maint (1200):
Approval of 2013 appropriation of funds for Pct. 1 Rd. Maintenance, program #005, in the amount of $80,000 to fund road materials & equipment/vehicle R&M supplies.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Precinct No.2 RD MAINT (1200):
Approval of 2013 appropriation of funds from RD MAINT unreserved fund balance into Precinct No.2 McColl Road (Dicker to Anaya) project (program 087) in the amount of $389,748.45.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

19. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO

UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

b. Requesting approval of **Work Authorization No. 1 ($ 6,000.00)** from **HALFF ASSOCIATES INC.** for "Professional Engineering Services" in connection to **"job specific" PROJECT: "US 281 and SH 186 (Linn-San Manuel) Beautification Project"** located within **Hidalgo County Precinct Number 4**

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

G. Health & Human Services Dept.

1. a. Presentation and action in connection with the sole response received for RFP No 2013-008-03-13-YZV-"Registered Pharmacist Services" for the purpose of HCCC ranking it as "qualified" in order to continue to the next phase (i.e. negotiations) of the proposal process;

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the sole response.
Vote: 5 - 0 - Unanimously

b. Requesting authority for Purchasing department to negotiate with the sole "qualified" proposer Mr. David Castro in order to finalize a contract for consideration and award.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

H. Colonia Access Program Pct. 4

1. a. Requesting approval of "Supplemental Agreement No. 2" to C-CAP-08-031A-09-02 between Hidalgo County and Quintanilla, Headley & Associates Inc. to replace "Exhibit D1" with "Exhibit D1 REVISED" resulting in an increase of $8,840.00 in the estimated amount;

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 3 JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

EXHIBIT "F"

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1 to WORK AUTHORIZATION No. 1

C-13-098-04-16

TO MAIN AGREEMENTFOR PROFESSIONAL ENGINEERING SERVICES for "Electrical Engineering Review, Electrical Design by Sub Consultant (Prodogy) contract Coordination and Administration Precinct 4 Site Lighting San Manuel –Linn Rest Stop"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATE,INC.,** Professional Engineers of, **McALLEN**, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the **16thday** of **April, 2013**and **Work Authorization No. 1**on the**16st day**of **April, 2013,** concerning Engineering for: **A/E Additional to provide Additional Engineering Service due to delay in procurement, start and construction phase & Time Line of Scope of work to coincide with time line of construction phase.** (hereinafter referred to as the "Project"); and,

WHEREAS, Article 2.1 of the Agreement, Scopes of Work and Part I. of ***Work Authorization No. 1***, Scopes of Work establishes the Scopes of Work for ***Work Authorization No. 1***; and,

WHEREAS, it has become necessary to amend the contract to provide **Additional Services for Additional Electrical Engineering Services due to delays in procurement, start and construction phase. The following is additional work needed:**

(1) Due to the extension by contractor, the site observations are increased.
(2) Pay Applications verification will be increased.
(3) Additional Coordination with vendor (Prodigy) to provide contract interface
(4) Verification that construction As-Built drawings are correct Additional Fee $935.00

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said ***Work Authorization No. 1*** of the Agreement is amended as follows:

I. Part I.of Work Authorization No. 1; Scopes of Work is revised to provide **Additional Services for Additional Electrical Engineering Services due to delays in procurement, start and construction phase. The followingis additional work needed:**

(1) Due to the extension by contractor, the site observations are increased.
(2) Pay Applications verification will be increased.
(3) Additional Coordination with vendor (Prodigy) to provide contract interface
(4) Verification that construction As-Built drawings are correct Additional Fee $935.00

II. Part 2. of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Refer to main agreement, Article 9, Additional Services.

NOW THEREFORE, Work Authorization No. 1is increased by **$ 935.00** to a revised total of **$ 6,935.00.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____day of _____, 2013.

THE ENGINEER:
HALFF ASSOCIATES, INC.

BY:_____
Menton J. Murray, III, PE, LEED AP/ Vice President

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

- Exhibit "D" Lump Sum Cost Proposal
- Exhibit "C" Work Schedule

EXHIBIT "D"

COST PROPOSAL

Provide Electrical Engineering Design, Contract Coordination, and Construction Administration for the Site Lighting of the San Manuel – Linn Rest Station.

Professional Fee:

Electrical Engineering and Administration	$ 2,000.00
Electrical Design (Sub Consultant-Prodigy)	$ 4,000.00
Total Fee (as listed):	**$ 6,000.00**

Additional Service:

** Additional Engineering Services	$ 935.00
Revised Total Fee:	**$ 6,935.00**

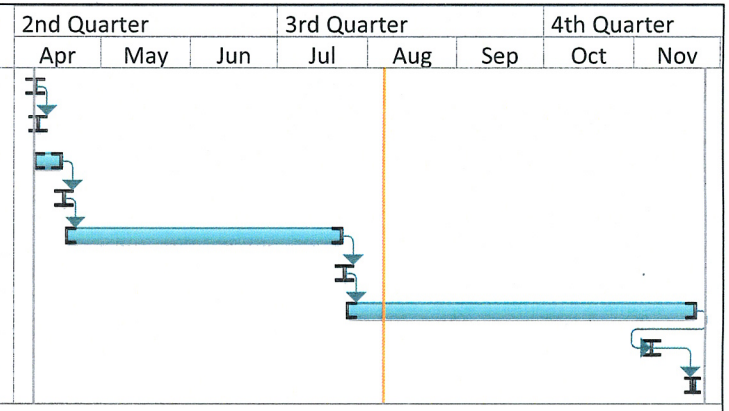
** Request Additional Service to provide Additional Engineering Services due to delays in procurement, start and construction phases.

Halff Associates, Inc.
Fee Schedule
HIDALGO COUNTY PRECINCT NO.4
SITE LIGHTING FOR SAN MANUEL LINN REST STOP

		Project Manager	PE	EIT	Designer	Const. Admin	CAD Tech	Clerical	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
	Contracted Rate	$175	$140	$100	$70	$75	$50	$50			
sk #	Task / Scope										
	Design Phase										
	Review Scope of project	2						2		4	$500
	Electrical Engineering Review	2						2	$4,000	4	$500
	Project Documents	2		2			3	8		15	$1,300
	Design Phase Sub-Total (Hours)	**6**	**0**	**2**	**0**	**0**	**3**	**12**		**23**	
	Design Phase Sub-Total ($)	**$1,050**	**$0**	**$200**	**$0**	**$0**	**$150**	**$600**	**$4,000**		**$6,000**
	TOTAL HOURS (PRIME CONSULTANT)	**6**	**0**	**2**	**0**	**0**	**3**	**12**		**23**	
	Contracted Rate	$175	$140	$100	$70	$75	$50	$50			
	TOTAL LABOR COSTS	**$1,050**	**$0**	**$200**	**$0**	**$0**	**$150**	**$600**			
	Additional Service Construction Administration	**1.00**	**4.00**					**4.00**		**9.00**	**$935**
		$175	**$560**	**$0**	**$0**	**$0**	**$0**	**$200**			
	TOTAL EXPENSES								**$4,000**		
	TOTAL LABOR PLUS EXPENSES										**$6,935**

EXHIBIT C - WORK SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors
1	Project Proposal	1 day	Mon 4/8/13	Mon 4/8/13	
2	Proposal Award	1 day	Tue 4/9/13	Tue 4/9/13	1
3	Electrical Design	8 days	Mon 4/8/13	Wed 4/17/13	
4	Issue Const. Documents	1 day	Thu 4/18/13	Thu 4/18/13	3
5	Project Procurement	68 days	Fri 4/19/13	Tue 7/23/13	4
6	Construction Kick-Off	1 day	Wed 7/24/13	Wed 7/24/13	5
7	Construction	87 days	Thu 7/25/13	Fri 11/22/13	6
8	Project Punchlist	1 day	Thu 11/7/13	Thu 11/7/13	7
9	Project Back Punchlist	2 days	Thu 11/21/13	Fri 11/22/13	8



Project: SCH130408_Pct4_SanMa
Date: Wed 8/7/13

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department : Hidalgo County Precinct #4
Contact Name: Veronica Lopez
Telephone# (956)383-3112 EXT.4019

Purchase Order Number: 691376
Increase # 1 for this Purchase Order
Procurement Method:
[X] Contract C-13-098-04-16

TO: Vendor Number 221562
Vendor Name: Halff Associates, INC.
5000 West Military Highway, Suite 100
McAllen, TX 78503

[ ] Cooperative Awarded Vendor
(TBPC State Awarded, TCPN, TASB-Buyboard)
[ ] Quotes over &1,000.00 (verbal quotes)
(attach written quotes)
[ ] Quotes over $5,000.00
(attach written quotes)

Quantity	UOM	Description	Unit Price	Amount	NIGP#
		AMOUNT OF ORIGINAL		$ 6,000.00	
			$ -	$ -	
1	EA	Supplemental Agreement No. 1 to WA	$ 935.00	$ 935.00	92548
		No. 1	$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
		Amount of Increase Request		$ 935.00	
		TOTAL AMOUNT		$ 6,935.00	

Available Funds: $_____

Account Number: 3-1100-452-00-124-009-0-334

Amount Liquidated: $_____

Reason: PO increase needed to cover Supplemental Agreement No. 1 to WA No. 1- Additional Engineering Services.

Authorization: Joseph Palacios (AC) — August 23, 2013
Department Head — Date

Reviewed By: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-40160 **Purchasing Department** **20. D. 1.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to rescind action taken by Commissioners' Court on 08/06/13 AI-39934 for "Polygraph Examiner" due to vendor not being in compliance with requirements.

B. Presentation of next lowest amount received through Request For Sealed Quotes (RFSQ) as detailed in tabulation sheet contained herein, meeting all specifications and/or requirements for the purpose of award and approval of an open/blanket Purchase Order to expire on December 31, 2013 for project titled: Hidalgo County-"Polygraph Examiner"-project No.: 2013-231-07-31-MEG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Attachments

Recommendation Memo

RFSQ Packet, Participation, Tab sheet

Commodity Code

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:22 PM
Budget & Management	Obdett Calzada	08/23/2013 01:26 PM
Glinda Pacheco	Glinda Pacheco	08/23/2013 03:07 PM
Auditor's Office	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Elena Gomez Started On: 08/12/2013 02:51 PM

Final Approval Date: 08/23/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO Captain Richard Ozuna
Hidalgo County Sheriff's Office

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **July 23, 2013**

RE: **RFSQ RECOMMENDATION REQUEST**
Bid No. 2013-231-07-31–MEG for **HIDALGO COUNTY SHERIFF'S OFFICE**
"Polygraph Examiners"

We have received **three (3)** qualified quotes in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the quotes response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, August 5, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Next Lowest Bidder	2. — Purpose of Request
2. Since first Bidder could not meet Specifications.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1100-421-00-280-001-0-339

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Ozuna	H.C.S.O.	8/2/13

Enclosures

Specifications:
Hidalgo County Sheriff's Office is seeking quotes with a qualified vendor(s) to furnish Polygraph Examiners on an "As Needed Basis". The following are the minimum requirements and/or specifications that will be acceptable. Any bid that does not meet the minimum requirements and/or specifications will be rejected. These quotes will remain firm thru December 31, 2013 to include, but not limited to, the following:

Location(s):
Hidalgo County Sheriff's Office 711 El Cibolo Road Edinburg, Texas 78542

Type of Examinations:
All exam questions will be reviewed and approved by the Hidalgo County Sheriff's Office prior to the exam.

- Criminal
- Pre-Employment
- Suitability

Requirements:
Polygraph Examiner must be licensed by the State of Texas and keep current with renewals at his/her expense. (Must submit a copy of certification)

Polygraph Examiner must have a minimum of Five (5) years experience in specific field of Law Enforcement.

Polygraph Examiner (s) must follow rules set out by Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 88

Response Time:
Polygraph Examiner must be available within 8 hours of notification.

Response of Enquiry:

- Please specify timeframe for exam(s) results, both verbal & documented
- Provide days/hrs of the operation services will be available.
- List an alternate location where polygraph examinations may be provided other than at the Hidalgo County Sheriff's Office.

Terms and Conditions:

1. All services will be done on an **"As Needed Basis".**

2. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

4. Any quote awarded to a successful awarded vendor(s) will be in effect until (a) the sealed quote expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

5. Hidalgo County reserves the right to award canceled sealed quote to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

6. After quote is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with sealed quote agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, county shall charge the successful bidder the difference for any additional cost of such item.

7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.

8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

9. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County best interest to do so.

ADDITIONAL INFORMATION:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday July 23, 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday July 26, 2013.

REQUEST FOR SEALED QUOTES FORM

Name of Project: Polygraph Examiners

COMPANY NAME:		**REQUEST FOR QUOTES:2013-231-07-31-MEG**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM: Hidalgo County Purchasing Department- (Sheriff's Office)

ADDRESS: 2802 S. Business Hwy 281
Edinburg, Texas 78539

PHONE FAX Phone: (956)- 292-7000 ext 4855
Fax: (956)-292-7612

Attn Elena Gomez
elena.gomez@co.hidalgo.tx.us

QUOTE GOOD FOR _____DAYS

TERMS from date_____ to date _____

QUOTATIONS MUST BE RECEIVED BY: July 31 , 2013 @ 5:00 P.M email or in person

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		Pricing per polygraph exam:		
1		Criminal		
2		Pre-Employment		
3		Suitability		
		Vendor Response:		
1		Timeframe for results for both verbal and documentation.	Verbal	Documentation
2		Hours of operation (day/hours)	days hours	
3		Alternate test location (s)		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $50,000.00

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/ RFSQ PACKETS
QUOTES

RFSQ OPENING DATE: July 31, 2013 **RFSQ OPENING TIME: 9:30 A.M.**

DEPARTMENT/ RFSQ DESCRIPTION: Polygraph Examiner (Pre-Employment)-Sheriff's Office

RFSQ NO: 2013-231-07-31-MEG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Arbitration Polygraph Services LLC. Gilbert Capuchina	Email	Elena Gomez	07/18/13	PO Box 3974 McAllen, Texasa 78502 956-212-5586 gilbertocapuchina@att.net
Continental Polygraph Jose Flores III	Email	Elena Gomez	07/18/13	905 East 8th San Juan, Texas 78589 956-778-0300 jflores101@aol.com
Purpose Driven Polygraph Investigative Consultants LLC. Ronnie Munoz	Email	Elena Gomez	07/18/13	624 N. Tio Suite B Weslaco, Texas 78596 956-266-3090 956-343-7123 ronnie6199@gmail.com

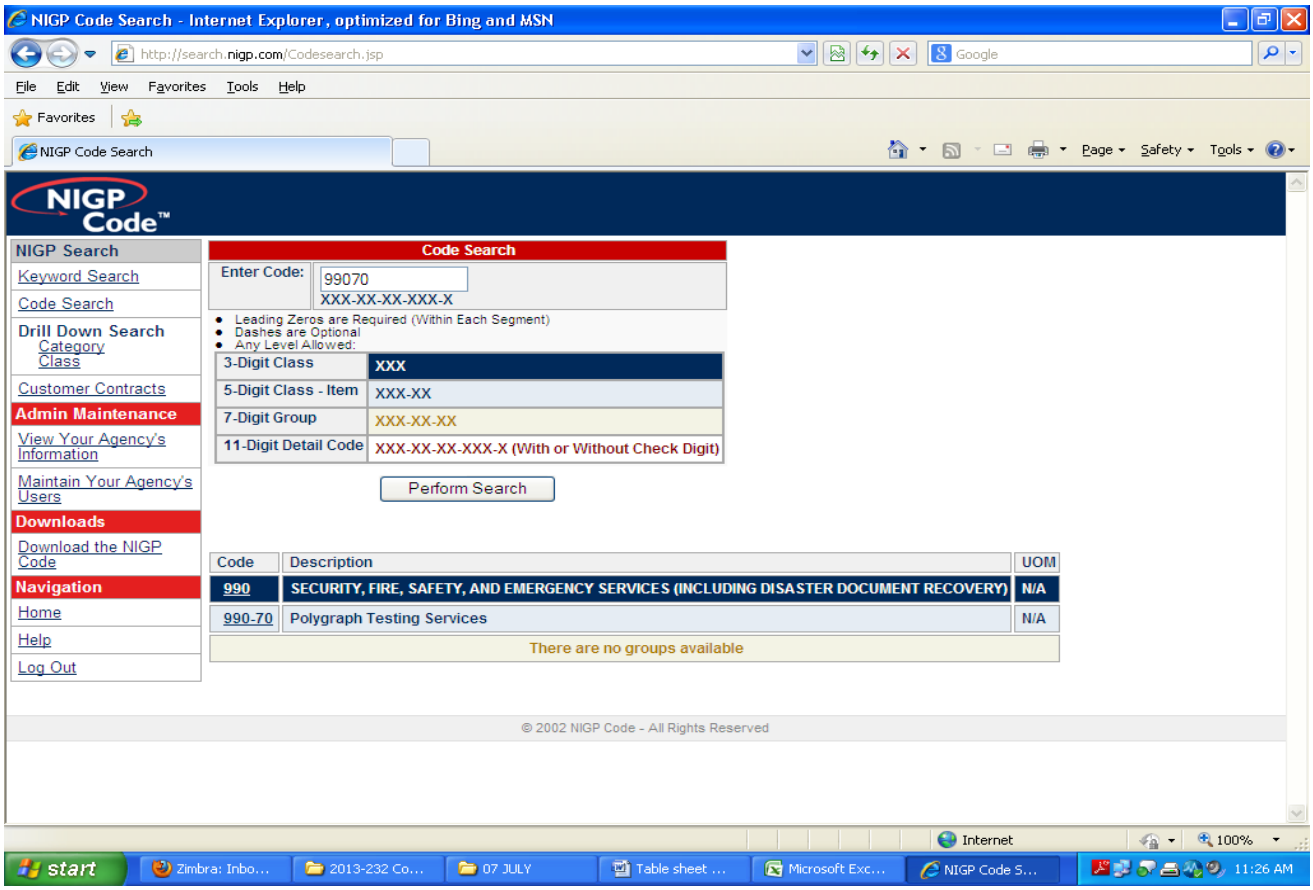
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

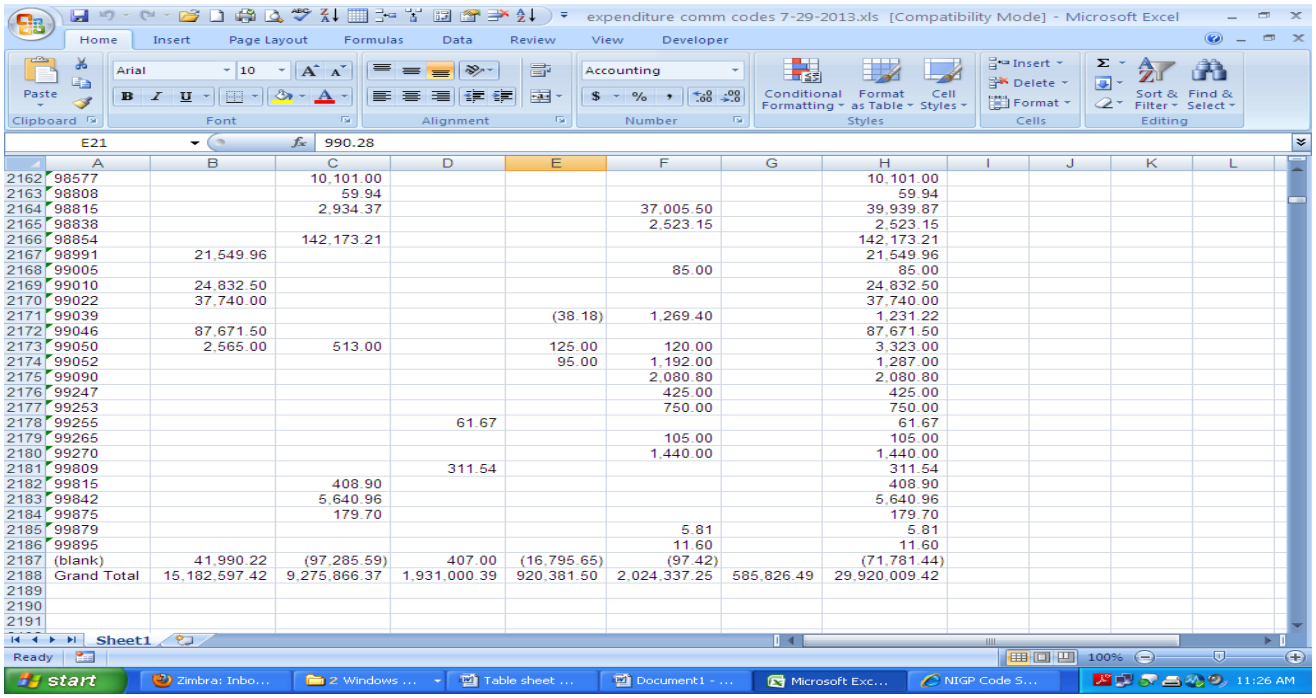
TABULATION SHEET
"POLYGRAPH EXAMINERS" Sheriff's Office
RFSQ: 2013-231-07-31-MEG

Commodity Code 990-70

Pricing per Polygraph Exam		
Vendors		Purpose Driven Weslaco, Texas
Criminal		250.00
Pre-Employment		250.00
Suitability		250.00
Total		**750.00**
Vendor Response:		
Timeframe:	verbal	Immediately
	documentation	24 hrs
Hours of Operation	Days	Sunday - Saturday
	hours	8 AM – 5 PM
Alternate location		624 N Tio Ste B. Weslaco, Texas78596

As of 07/29/13
Commodity Code 990-70 Balance 0.00





	A	B	C	D	E	F	G	H
2162	98577		10,101.00					10,101.00
2163	98808		59.94					59.94
2164	98815		2,934.37			37,005.50		39,939.87
2165	98838					2,523.15		2,523.15
2166	98854		142,173.21					142,173.21
2167	98991	21,549.96						21,549.96
2168	99005					85.00		85.00
2169	99010	24,832.50						24,832.50
2170	99022	37,740.00						37,740.00
2171	99039				(38.18)	1,269.40		1,231.22
2172	99046	87,671.50						87,671.50
2173	99050	2,565.00	513.00		125.00	120.00		3,323.00
2174	99052				95.00	1,192.00		1,287.00
2175	99090					2,080.80		2,080.80
2176	99247					425.00		425.00
2177	99253					750.00		750.00
2178	99255			61.67				61.67
2179	99265					105.00		105.00
2180	99270					1,440.00		1,440.00
2181	99809			311.54				311.54
2182	99815		408.90					408.90
2183	99842		5,640.96					5,640.96
2184	99875		179.70					179.70
2185	99879					5.81		5.81
2186	99895					11.60		11.60
2187	(blank)	41,990.22	(97,285.59)	407.00	(16,795.65)	(97.42)		(71,781.44)
2188	Grand Total	15,182,597.42	9,275,866.37	1,931,000.39	920,381.50	2,024,337.25	585,826.49	29,920,009.42
2189								
2190								
2191								

AI-40349 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Fresh - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 08:11 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: SANDRA DELEON Started On: 08/22/2013 11:31 AM

Final Approval Date: 08/23/2013

AI-40380 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-2609-G; Jose M. Moncada v. Judge Ismael Ochoa, J.P. Pct, 3, Pl. 2, Daisy Zarape, Court Coordinator, JP 3,2

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:43 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Monica Badillo Started On: 08/23/2013 01:42 PM

Final Approval Date: 08/23/2013

AI-40382 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department, a subdivision of Hidalgo County, Texas, a political subdivision of the State of Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:49 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Monica Badillo Started On: 08/23/2013 01:46 PM

Final Approval Date: 08/23/2013

AI-40351 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Eluterio Puente

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/22/2013 11:46 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Aida Alvarez Started On: 08/22/2013 11:40 AM

Final Approval Date: 08/23/2013

AI-40375 **Closed Session 21. G.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lizandra Ortega

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 11:08 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Aida Alvarez Started On: 08/23/2013 09:22 AM

Final Approval Date: 08/23/2013

AI-40350 **Open Session 22. C.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Fresh - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 08:11 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: SANDRA DELEON Started On: 08/22/2013 11:32 AM

Final Approval Date: 08/23/2013

AI-40381 **Open Session 22. D.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-2609-G; Jose M. Moncada v. Judge Ismael Ochoa, J.P. Pct, 3, Pl. 2, Daisy Zarape, Court Coordinator, JP 3,2

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:43 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Monica Badillo Started On: 08/23/2013 01:42 PM

Final Approval Date: 08/23/2013

AI-40383 **Open Session 22. E.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department, a subdivision of Hidalgo County, Texas, a political subdivision of the State of Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 01:49 PM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Monica Badillo Started On: 08/23/2013 01:48 PM

Final Approval Date: 08/23/2013

AI-40352 **Open Session 22. F.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Eluterio Puente

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/22/2013 11:46 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Aida Alvarez Started On: 08/22/2013 11:42 AM

Final Approval Date: 08/23/2013

AI-40376 **Open Session 22. G.**

CC REGULAR

Meeting Date: 08/27/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lizandra Ortega

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/23/2013 11:08 AM
Purchasing Department	Monica Badillo	08/23/2013 05:15 PM

Form Started By: Aida Alvarez Started On: 08/23/2013 09:28 AM

Final Approval Date: 08/23/2013