AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 6, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

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

A. **AI-57561** Approval to rename Aurora Sports Park to A.C. Cuellar, Jr. Sports Park located in Donna

B. **AI-57537** 1.) Report from the Rio South Texas Economic Council.
2.) Discussion and approval of the service agreement for Rio South Texas Economic Council pursuant to LGC Sec. 381.004.
3.) Approval of 2017 Membership Dues for the Rio South Texas Economic Council in the amount of $17,500.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

6. **County Clerk's Office - Arturo Guajardo, Jr.:**

A. **AI-57509** Resolution in Recognition of Evelia Morales for 35 years of service to Hidalgo County

7. **Juvenile Probation:**

A. **AI-57498** Approval of Resolution and Specialty Court Official Declaration establishing Hidalgo County Juvenile Justice Drug Court Program

8. **Constables:**

A. **AI-57488** Constable Pct. #1 - TTBH:
Discussion, consideration, and approval to appoint Georgina Bermudez as Deputy Constable by Constable Celestino Avila Jr, Constable Pct.1 in accordance with Texas Local Government Code Section 86.011.

9. **Tax Office - Paul Villarreal:**

A. **AI-57576** Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of San Juan for implementation of scofflaw procedures and processes for vehicle registration denial services.

10. **Sheriff's Office:**

A. **AI-57496** DOJ - USMS - U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of $18,000.00.
2. Requesting 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 DOJ-USMS funding.
4. Approval to appropriate funds in the amount of $18,000.00 for USMS overtime funding.

B. **AI-57527** 1. Approval of Cost Reimbursement Agreement between the Federal Bureau of Investigation (FBI) and the Hidalgo County Sheriff's Office.
2. Authorization for county sheriff, as county law enforcement official, to sign document.

11. **Executive Office:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

B. **AI-57536** 1. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement relating to Tax Increment Reinvestment Zone Number One, City of Donna
2. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement relating to Tax Increment Reinvestment Zone Number Two, City of Donna

C. **AI-57474** Public Defense:
Requesting approval of payment of twenty-four (24) attorney vouchers totaling $12,650.00 (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Robert Fernandez in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor (as attached and as listed on background)

D. **AI-57530** Approval to accept settlement MoneyGram from Luis Hernandez in the amount of $265.25 to settle auto accident claim with County vehicle. (Sheriff Office)

12. **Health & Human Services Department:**

A. **AI-57494** Discussion and update on ZIKA surveillance, prevention, intervention and medical updates.

B. **AI-57384** Discussion of proposed 2017 - 2018 Hidalgo County Health Care Plan.

C. **AI-57616** Requesting approval to provide letter to Texas A&M Agrilife in support of their grant application to CDC pertaining to ZIKA research.

D. **AI-57623** 1. Requesting approval to accept the Infectious Disease Control Unit / SUREB grant contract amendment #2016-003832-01. The purpose of the amendment is to add an additional $6,355.00.
2. Requesting approval for County Judge to e-sign the grant contract amendment.
3. Requesting approval of the Certification of Revenue in the amount of $6,355.00.
4. Requesting approval of the budget appropriation in the amount of $6,355.00.

E. **AI-57386** Discussion and approval of Memorandum of Understanding between The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) Coalition and Hidalgo County Health & Human Services.

F. **AI-57399** Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

G. **AI-57495** Requesting approval of the Memorandum of Understanding between Hidalgo County and Texas A & M Agrilife Research. The purpose is to collaborate and share information intended to improve the health, safety and welfare of the citizens of Hidalgo County.

H. **AI-57469** 1. Requesting approval to accept the TB/PC Federal grant contract amendment #2016-001400-01. The purpose of the amendment is to amend certain contractual language, to add the FY 17 award allocation of $437,771.00 and to extend the end of the contract term to December 31, 2017.
2. Requesting approval for County Judge to e-sign the TB/PC Federal contract amendment and related document.
3. Requesting approval of the Certification of Revenue in the amount of $437,771.00.
4. Requesting approval of the budget appropriation in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds.

I. **AI-57471** Requesting approval to appropriate the Health Administration program income budget in the amount of $377,000.00 for the period of 01/01/2017 to 12/31/2017.

J. **AI-57579** Requesting approval to submit renewal grant application and budget for the CPS/HAZARDS program for FY 18 in the amount of $574,166.00. The grant contract will be in effect from July 1, 2017 through June 30, 2018. This grant requires a ten percent local funding match.

K. **Health Care Funding District:**

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

L. **Indigent Health Care Program:**

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

13. **Emergency Management:**

A. **AI-57429** 1. Requesting authorization for Hidalgo County Office of Emergency Management to apply for the FY 2017 State Homeland Security Program (SHSP) Grant from the State Administrative Agency.
2. Requesting authorization for the County Judge to sign the FY 2017 Homeland Security Grant Program Application.

14. **Urban County:**

A. **AI-57615** 1. Consideration and approval of a construction contract change order for the General Land Office (GLO) Contract No. 12-406-000-6453 for the Delta Area Connector East Lateral Project Ph. I. The Change Order will increase the current construction contract with Saenz Brothers Construction, LLC in the amount of $535,900.00.
2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 12-406-000-6453.

B. **AI-57545** "Subject to: HB 1295 Compliance." Requesting authority to purchase playground equipment through the County's Membership/Participation with BuyBoard's awarded vendor, Park Place Recreation Designs, Inc. (contract # 512-16), in the amount of $19,434.60 for the Las Flores del Valle Park located in Mercedes (FY 2016).

C. **AI-57508** Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with RG Enterprises, LLC dba G&G Contractors in the amount of $637,235.00 (base bid). UCP Fiscal Years 27 - 29 (2014 - 2016) Precinct No. 2 Other Public Facility and Improvement funds will be utilized.

D. **AI-57502** 1. Subject to Compliance with HB 1295, when and if applicable, the Urban County Program, on behalf of the City of Peñitas, is requesting approval of a best and final negotiated contract for professional engineering services with Hinojosa Engineering, Inc. in the amount of $30,000.00.
2. Requesting approval of Work Authorization No. 1- "Granejo Parks, Recreational Facility Improvements" in the amount of $30,000.00.

15. **Head Start Program:**

A. **AI-57512** Discussion/Approval to Amend the Hidalgo County Head Start Program 2016-2017 Program Calendar to Reflect the Approved Hidalgo County Holiday Schedule for Monday, January 2, 2017 - New Year's Day

B. **AI-57355** Discussion/Approval of Plan for Disposition of Granjeno Building

C. **AI-57354** Discussion/Approval of Interlocal Cooperative Agreement between Hidalgo County Head Start Program and The University of Texas Rio Grande Valley

16. **Precinct #1 - Comm. Cuellar:**

A. **AI-57586** Resolution in Recognition of Raul Lozano for 28 years of service to Hidalgo County

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

A. **AI-57582** Resolution in Recognition of Domingo "Mingo" Villarreal for 30 years of service to Hidalgo County

B. **AI-57592** 1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Palmview, Texas concerning certain improvements to Veteran's Boulevard (SH 495).
2. In accordance with Section 791.014, of The Texas Government Code, requesting approval of a proposed project regarding certain Phase II road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road, a section which is within the City Limits of Palmview, Texas and Hidalgo County.

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

A. **AI-57533** Requesting approval to name road located approximately 300 feet south of Los Veteranos Road and east of La Jarita as Nava Service Road.

19. **Budget & Management:**

A. **AI-57617** Discussion, consideration and approval of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement between Hidalgo County and Aetna Life Insurance Company, with authority for County Judge to sign all required documents.

B. **AI-57621** Discussion, consideration and authorization for Third Party Vendor Electronic Enrollment Data Transfer with Aetna Life Insurance Comapany, with authorization for County Judge to sign all required documents.

C. **AI-57532** TXDOT-Pct 1 CR 229 BR-M17½ Rd. (1315):
Concurrence of Change Order #2 as submitted by TXDOT for CR 229 Bridge (Mile 17 1/2) at Drain Ditch, CSJ#0921-02-290, with authority for County Judge to sign TXDOT Form 2146-AFA.

D. **AI-57513** Approval to designate the amount of $279,375.11 in the year 2016 for expenditures related to insurance proceeds received for the damages sustained during the May 2016 Weather Event in Pct 3.

E. **AI-57515** Requesting approval of payment to Head Start in the amount of $22,738.73 for insurance proceeds received for damages sustained during the May 2016 Weather Event in Granjeno.

F. **AI-57501** Sheriff's Office (1100) / Constable Pct. 1 - TTBH (1285):
1. Approval of the following salary schedule changes:

Action	Department/Program/Fiscal Year	Slot No.	Approved Position Title	Approved Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Effective Date
Salary Schedule Change	280-001-0	0114	Deputy Sheriff Step I	$44,577.00	Senior Deputy Sheriff Step II	$51,068.00	11/14/16
Salary Schedule Change	291-013-7	0001	Deputy Constable Step I	$44,577.00	Deputy Constable Step II	$45,691.00	12/06/16

2. Approval to revise the Salary Schedule in accordance with Commissioner's Court action.

G. **Budget Appropriations:**

1. **AI-57511** Co. Wide Adm (1100):
a. Approval of certification of revenues as certified by the County Auditor for revenues received for insurance proceeds from damages sustained during the May 2016 Flood Event.
b. Approval of 2016 appropriation of funds into Co. Wide Adm in the amount of $279,375.11.

2. **AI-57484** Special Vehicle Inventory Fund (1246):
Approval of 2017 appropriation of funds for the Special Vehicle Inventory Fund (1246) in the amount of $102,377.67 to fund salaries, fringes, & operating expenses for calendar year 2017.

20. **Purchasing Department - Notes:**
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-57521** Acceptance and approval of public purpose for the purchase of plaque to recognize public official for public service to County of Hidalgo for presentation at HCCC meeting of 12-13-16 through the submission of a requisition and processing of a Purchase Order.

2. **AI-57396** Approval to exercise the County's option to extend for the final one (1) year term under contract #E-15-417-11-17 with Bio-Ops, LLC for Medical Waste Disposal Services for Hidalgo County, under the same rates, terms & conditions subject to compliance with HB1295 & HB23 if and when applicable.

3. **AI-57506** Requesting approval to **Rescind** action taken (**CC 11/22/16-REG. AI-56902**) Item 4 [see attached documentation]:
1. Exempt from competitive bidding requirements under Tx. Local Government Code 262.024 (a)(4), a professional service;
2. Acceptance & approval of negotiated engagement/contract/agreement with Dr. Norma Jean Farley, MD/for the provision of Autopsies & Related Services as drafted and developed by the HC District Attorney's Office.

B. **Executive Office**

1. **AI-57450** Approval of an Amendment No. 1 to the current agreement between Hidalgo County Herrcon, LLC, for the "Construction of Space Pressure Control at the Autopsy Facility," to include a ten percent (10%) retainage.

C. **Pct. 1**

1. **AI-57504** Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO increases for HC Commissioner Pct #1:

- Purchase Order Increases #748970, 749829
- Requisition: 309904, 309813

2. **AI-57558** Pct. #1: Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO#
Ricoh	97836273	$166.00	736524
Ricoh	97836276	$132.15	736633

D. **Pct. 3**

1. **AI-57485** Acceptance of the listed invoices/claims from Superior Alarms with approval for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor for the following:

Vendor	Invoice No.	Amt.
Superior Alarms	529918	$85.00
Superior Alarms	542687	$7.50
Superior Alarms	570225	$185.00

E. Pct. 4

1. **AI-57510** Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $ 29,904.96) as submitted by project engineer, B2Z Engineering, LLC for Project:“Emergency Response Engineering Analysis" for Hidalgo County Precinct No. 4, in connection to "on call" agreement for “R/B, C.I.P. and Other Projects in General”, C-16-329-09-06.

2. **AI-57516** Requesting approval of payment of claim submitted by Gomez Paving, LLC. in the amount of $2,700.00. Project: Sunflower Park CRC. (Parking Lot).

F. IT Department:

1. **AI-57588** A. Requesting exemption from competitive procurement requirements under TXLGC, 262.024(a)(7) 'an item that can only be obtained from one source';

   B. Approval of a "Sole Source Declaration" with authority to enter into an agreement [reviewed and approved as to form by HC-DA/Civil Section] with Tyler Technologies, Inc. for the Integration Toolkit-Case Manager Libraries [in connection with Odyssey] in the amount of $69,280.00 through submission of requisition for processing of a Purchase Order including the executing applicable documents and compliance with Form 1295 when, and if applicable.

G. Budget & Management

1. **AI-57457** Acceptance and approval of the final negotiated contract with Lewis & Ellis, Inc. for "Actuarial Consulting Services for GASB 43 and/or 45 OPEB Valuation Analysis and Part II Health Benefits Reserve Analysis" for Hidalgo County including the "Best and Final Offer".

2. **AI-57445** A. Approval of final negotiations for RFP No. 2016-291-09-21-YSS “Excess Workers’ Compensation Insurance” (as ranked/approved by CC on 11-15-16);
   B. Requesting approval to purchase the insurance coverage and/or services for RFP No. 2016-291-09-21-YSS in the amount of $200,856.00 as described in the RFP-Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency.

H. Co. Wide

1. **AI-57472** A. Presentation of correspondence from vendor, Pyramid School Products, for Commissioner's Court to permit/approve the withdrawal of the bid submitted for the "Janitorial Supplies, Industrial Chemical & Supplies", as vendor does not wish register with SAMS.ORG as required in HC requirements;
B. Presentation of bids received for the purpose of award to 4 responsible vendors, Gulf Coast, CC Distributors, Unipack Corp., and All American Poly, submitting the lowest and best bid and meeting specifications and/or requirements for each product with approval of contract documents, for project titled: Hidalgo County "Janitorial Supplies & Industrial Chemicals & Supplies" through RFB No.: 2016-288-10-05-FAZ

21. **Open Forum**

22. **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-57626** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tin Man.

D. **AI-57528** Claim of Sylvia Rios

23. A. 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."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-57574** Deliberation regarding the Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tin Man.

D. **AI-57529** Claim of Sylvia Rios

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

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

27. **Adjourn**

AI-57561 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Ramon Garcia, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval to rename Aurora Sports Park to A.C. Cuellar, Jr. Sports Park located in Donna

BACKGROUND

Fiscal Impact

FISCAL YEAR: n/a **ACCT. #:** n/a

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

BUDGETARY IMPACT:

no budgetary impact.

Attachments

Letter of support

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/01/2016 03:08 PM
Linda Flores	Linda Flores	12/02/2016 11:13 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Sandra Deleon		Started On: 12/01/2016 02:51 PM
Final Approval Date: 12/02/2016		

Rhodes Enterprises, Inc.

November 21, 2016

The Honorable Ramon Garcia
Hidalgo County Judge
100 E. Cano St, 2nd Floor
Edinburg, TX 78539

RE: AC Cuellar Jr Sports Park

Dear Judge Garcia,

I am writing to express our appreciation for your support and the Commissioners' support of the Aurora Sports Park and to request that the park be named after Commissioner AC Cuellar Jr. as a token of our appreciation for his years of faithful service to Precinct 1.

The park, located in a rural section of the County and includes five soccer fields, four baseball fields, all irrigated with grass and twenty oak trees installed. There is a pavilion with restrooms and twelve concrete picnic tables and dance floor. This beautiful park will improve the physical health and quality of life of the residents in that area, strengthen the community and make the area a more attractive area to live. Commissioner Cuellar has been a leading proponent of such amenities and we, like Commissioner Cuellar, consider that no development should be deemed complete without providing its residents a safe and peaceful area to enjoy the outdoors.

Once again, thank you for all of your support.

Sincerely,

Mike Rhodes CEO/President

2500 S. Bentsen Palm Dr., Ste 267B • Mission, Texas 78572
PH (956) 287-2800 • FAX (956) 287-2804
www.bentsenpalm.com

AI-57537 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1.) Report from the Rio South Texas Economic Council.
2.) Discussion and approval of the service agreement for Rio South Texas Economic Council pursuant to LGC Sec. 381.004.
3.) Approval of 2017 Membership Dues for the Rio South Texas Economic Council in the amount of $17,500.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-465-10-110-081-0-810

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

BUDGETARY IMPACT:

Funds available pending CC approval of 2017 appropriation.

Attachments

agreement
legal
bylaws
w9
invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 02:10 PM
Glinda Pacheco	Glinda Pacheco	12/02/2016 03:11 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Virginia Jones		Started On: 12/01/2016 09:41 AM
Final Approval Date: 12/02/2016		

AGREEMENT FOR PROVISION OF SERVICES

WHEREAS, Hidalgo County (the "County") is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer state and local economic development programs in order to stimulate, encourage, and develop commercial activity in the County; and

WHEREAS, pursuant to Section 381.004 of the Texas Local Government Code, the County is authorized to use public funds and employees of the County for such program, and to contract with another entity, as defined in such Section, for the administration of such an economic development program; and

WHEREAS, the County intends to continue to develop an economic development program to promote business and commercial activity within the County for the purpose of improving the economic competitiveness of the County and enhancing the development of regional industry clusters within the County and the Rio Grande Valley (the "Program"), and desires to contract with another entity to administer the Program; and

WHEREAS, the purposes for which the Rio South Texas Economic Council, a Texas nonprofit corporation (the "Council"), was created include engaging in marketing activities for the purpose of generating opportunities that will result in economic expansion and diversification in Hidalgo, Cameron, Willacy and Starr Counties and to promote a business and governmental climate that is conducive to successful economic development in such counties; and

WHEREAS, the County previously contracted with the Council for the Council to administer the Program on behalf of the County, the most recent of which contracts expires on December 31, 2016; and

WHEREAS, the County now desires to enter into a contract with the Council, whereby the Council will continue to administer the Program on behalf of the County, including the provision of the services, specified below; and

WHEREAS, the Council is agreeable to contracting with the County to continue to assist the County in promoting the development of regional industries as set forth above and providing the services set forth herein.

NOW, THEREFORE, the County and the Council do hereby covenant and agree as follows:

1. **Administration of Program; Services Provided.** The Council agrees to administer the Program during the Term (as defined below) on behalf of the County, including the provision of the following services for the promotion and development of regional industries:

    (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development;

    (ii) Improving education and training for the purpose of strengthening community economic development efforts;

(iii) Marketing the region for the purpose of generating opportunities that will result in economic expansion and diversification;

(iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley and

(v) Such other services as are agreed between the County and Council.

Without limiting the generality of the foregoing, the County and the Council agree that the services provided hereunder to the County include assistance with website development and design, market research and studies, creation of beta tables, marketing materials and similar materials, and participation in trade shows and missions. The means and methods for providing such services shall be subject to the County's prior review and approval. The County shall be provided the opportunity to give input into all creative processes and designs, and shall have final approval of all marketing and creative endeavors and other services for the County. The Council shall abide by all applicable laws, rules, ordinances, orders and regulations in providing services hereunder. Upon its creation, all rights in and to all materials created by the Council specifically for the County hereunder in whatever form or media (collectively, the "Work"), and any derivative works thereof, shall be exclusively owned by and vested in the County as works made for hire (including, without limitation, all copyrights). All rights in the Work created specifically for the County, including all copyrights, trademarks and other intellectual property, belong exclusively to County, including the exclusive right to use, reproduce, alter, record, perform and synchronize the Work for any purpose in any media without further agreement or payment, and the exclusive right to register all copyrights anywhere in the world in the Work in County's name.

2. **Payment.** In consideration for the complete and satisfactory performance by the Council of the Council's obligations hereunder, the County shall pay the Council $17,500.00 for the provision of services as set forth herein, which amount is the County's dues attributable to its class of membership in the Council, as such is set forth in Article 2 of the By-laws of the Council. Such amount is payable on or before February 1, 2017, and satisfies the dues requirement of the By-laws of the Council such that no additional payment shall be due from the County. The payment provided for herein shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

3. **Use of Funds.** The Council shall use the funds received from the County only for the purposes set forth in this Agreement.

4. **Annual Report.** The Council agrees to, at least annually or more frequently upon request by the County, present a report to the Commissioners Court of the County of the activities and accomplishments of the Council.

5. **Representations and Warranties of Council.** The Council represents and warrants to the County, as of the date hereof, as follows:

A. **Organization**. The Council is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas.

B. **Authority**. The execution, delivery and performance by the Council of this Agreement are within the Council's powers and have been duly authorized by all necessary action of the Council.

C. **County Obligation Limited**. The Council acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the operation of the Council or the provision of services hereunder, and is only obligated to make the payment specifically provided in paragraph 2 of this Agreement.

6. **Representations and Warranties of County.** To the actual knowledge of the Commissioners' Court, as of the date hereof, the County represents and warrants to the Council that the execution, delivery and performance by the County of this Agreement are within its powers and have been duly authorized by all necessary action.

7. **Information; Audit.** The Council shall, at such times and in such form as the County may request from the Council, provide information concerning the status of the performance of the Council's obligations under this Agreement. The Council agrees that the County will have the right to audit the financial and business records of the Council that relate specifically to the Program and Council's compliance with the terms of this Agreement at anytime in order to determine compliance with this Agreement. To the extent reasonably possible, the Council shall make all records related to the Program and other records related to compliance with the terms of this Agreement available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

8. **INDEMNIFICATION: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE COMPANY, ITS AGENTS OR EMPLOYEES.**

9. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

10. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

11. Additional Instruments' and Documents. County and the Council 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.

12. Miscellaneous.

A. **Effective Date.** This Agreement shall be effective on January 1, 2017 (the "Effective Date"), and shall continue in full force and effective until December 31, 2017 (the period from the Effective Date to such termination date, the "Term").

B. **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.

C. **Amendment**. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties, except for the County's right to terminate this Agreement as set forth below.

D. **Waiver**. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

E. **Remedies**. Upon breach of any of the covenant, representation, warranty or agreement contained in this Agreement, which breach is not cured within thirty (30) days of notice from the aggrieved party to the other party, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Without limiting the generality of the foregoing, the Council acknowledges and agrees that under no circumstances will the County have any liability in excess of the amount payable as set forth in paragraph 2 of this Agreement. In the event the County is the aggrieved party, the County shall also be entitled to terminate this Agreement upon notice to the Council and to a refund of the payment made pursuant to paragraph 2 above, which refund shall be calculated pro rata based on the amount the percentage of the Term remaining at the time of such termination.

F. **Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

If to the County: Hidalgo County
100 E. Cano, Ste 201
Edinburg, Texas 78539
Attn: County Judge
Telephone: (956) 318-2600
Facsimile: (956) 318-2699

If to the Council: Rio South Texas Economic Council
PO Box 1499
Weslaco, TX 78599
Attn: Matt Z. Ruszczak, Executive Director
Telephone: (956) 647-7832

G. **Applicable Law**. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

H. **Severability**. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

I. **No Third-Party Beneficiaries**. The County and the Council intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and the Council.

J. **No Joint Venture**. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

K. **Assignments**. This is an Agreement for the services of the Council. Accordingly, the Council may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the County, and any assignment by the Council in violation of the terms hereof shall be void ab initio and of no force or effect.

L. **Counterparts**. This Agreement may be executed in multiple counterparts all of which shall be considered one and the same document.

EXECUTED AS OF THIS 6th day of December, 2016.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Clerk
(SEAL)

RIO SOUTH TEXAS ECONOMIC COUNCIL

_____
Chairman

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

BY: _____

Victor M. Garza

Zimbra **virginia.jones@co.hidalgo.tx.us**

RESTEC

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Dec 02, 2016 10:21 AM

Subject : RESTEC

To : Virginia Jones <virginia.jones@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Michael Leo <michael.leo@co.hidalgo.tx.us>, roberto villarreal (roberto.villarreal@co.hidalgo.tx.us) <roberto.villarreal@co.hidalgo.tx.us>, Erin Thorn <erin.thorn@da.co.hidalgo.tx.us>

Ms. Jones,

Our office has reviewed the proposed agreement between the County of Hidalgo and the Rio South Texas Economic Council for 2017, and at this time approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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BYLAWS
(as amended)
OF
RIO SOUTH TEXAS ECONOMIC COUNCIL

These Bylaws (referred to as the Bylaws) govern the affairs of the Rio South Texas Economic Council, a nonprofit corporation (referred to as the Council) organized under the Texas Non-Profit Corporation Act (referred to as the Act).

Mission

Our mission is to successfully promote the economic expansion and diversification of communities in the Rio South Texas region.

Objectives

Business Climate-To promote a business and governmental climate that is conducive to successful economic development.

Education-To improve education and training for the purpose of strengthening community economic development efforts.

Marketing- To engage in marketing activities for the purpose of generating opportunities that will result in economic expansion & diversification.

Networking-To provide opportunities for sharing knowledge and experience, and the development of professional relationships.

ARTICLE 1

OFFICE

Principal Office

1.01 The Principal office of the Council in the State of Texas shall be located at 900 E. Lakeview Drive, McAllen, TX 78501. The Council may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any offices of the Council.

Registered Office and Registered Agent

1.02 The Council shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Council's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided.

ARTICLE 2

MEMBERS

Classes of Members

2.01 There shall be three classes of membership: Foundation membership is available to counties, cities and/or local economic development corporations; Institutional membership is reserved for chambers of commerce, education institutions and councils of government; and Organizational membership is available to those entities or individuals having a vested interest in the economic vitality of the region but not eligible for Foundation or Institutional membership. The Council Board of Directors shall establish the responsibilities and financial commitment for each category.

Admission of Members and Renewal of Membership

2.02 Natural persons, associations, corporations, businesses, partnerships, cooperatives, government entities and estates having an interest in, and who are in agreement with, the general purposes and objectives of the Corporation may be admitted to membership in the Council. Each member which is a corporation, partnership, foundation, or any entity except a person shall have the right to designate one person to represent the member. The Board of Directors may adopt and amend application procedures and qualifications for membership in the Council. The Board of Directors will accept applications and make recommendations to the membership. An affirmative vote of the majority of the members, present and voting shall be required for admission of any applicant who meets the membership qualifications then in effect. A member may renew membership by paying all required fees and dues. Applications for membership shall be in writing on Council application forms, and signed by the applicant. . Applications for membership will be acted upon in a timely manner. If for any reason, the application for membership isn't acted upon by the membership and Board of Directors within thirty (30) days of receipt by the Council, then application shall be deemed approved, effective on the thirtieth (30^{th}) day from receipt.

Membership Fees and Dues

2.03 The Board of Directors may set and change the amount of the annual dues payable to the Council by members of each category. Dues shall be payable on or before December 1 of each year. Members in default will receive written notice by registered or certified mail, return receipt requested, and will then have thirty (30) days from receipt of letter to submit membership fees and dues to the Council. Failure to meet this guideline will result in termination of membership. The dues for a new member's first year shall be prorated from the first day of the month in which the member is admitted to membership through the end of the fiscal year.

Term of Membership Agreement/Withdrawals

2.04 Memberships are renewed annually by payment of annual membership dues. Any member may withdraw, through written notice, from the Council at any time without refund of dues paid to date.

Reimbursement

2.05 Members of the Council should not expect to be reimbursed for Council-related expenses.

Voting Rights

2.06 Each member, in good standing, shall be entitled to one vote on each matter submitted to a vote of the members. A member in good standing is one who has paid all required fees and dues as of the date of meeting.

Termination of Members

2.07 The Board of Directors, by a two-thirds vote of all directors, may remove a member from the Council, with or without cause.

Resignation

2.08 A member's resignation shall not relieve the member of any obligations to pay any dues, assessments, or other charges that had accrued and were unpaid prior to the effective date of the resignation.

ARTICLE3

MEETINGS OF MEMBERS

Annual Meeting of Members

3.01 Beginning in 2010, the Board of Directors shall hold an annual meeting of the members during the second week of January each year or at another time that the Board of Directors designates. The time and place shall be fixed by the Board of Directors and the notice thereof sent by mail, fax, or electronic mail to each member at least ten (10) days before said meeting. At the annual meeting, the Board shall elect directors, make an annual progress report, review the annual financial report and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

Regular Meetings of Members

3.02 The Board of Directors may provide for regular meetings of the members, at least quarterly, stating the time and place of such meetings, and may be called by the Chairman of the Board of Directors. Notice and purpose of the meeting shall be given to each member no less than three (3) days prior to each meeting.

Special Meetings of Members

3.03 Special meetings of the membership may be called by the Chairman, the Board of Directors, or not less than one-third (113) of the voting members. Notice, purpose and the place of the meeting shall be given to each member no less than ten (10) days prior to each meeting.

Place of Meetings of Members

3.04 The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of the meeting, the meeting shall be held at the registered office of the Council in Texas.

Notice of Meetings of Members

3.05 Written or printed notice of any meeting of the members shall be delivered to each member entitled to vote at the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Proxies

3.06 Any member may vote in person or by proxy executed in writing by such member. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Quorum of Members

3.07 One-third (l/3) of the voting membership in person or by proxy shall constitute a quorum. The members present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of members required to constitute a quorum. If a quorum is not present during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

Procedures

3.08 The procedures of any Member or Board of Directors meeting shall be guided by Roberts Rules of Order Newly Revised (10^{1}_{h} Edition).

ARTICLE4

BOARD OF DIRECTORS

Management of the Council

4.01 The affairs of the Council shall be managed by the Board of Directors.

4.02 The Board of Directors may contract, employ, hire or otherwise acquire administrative, professional or other needed personnel services to further the purpose of the Council.

4.03 The Board of Directors has the authority to purchase, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and deal with real and personal property or any interest therein: to sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets as the purposes of the corporation shall acquire.

Number and Qualifications of Directors

4.04 The number of directors shall be a number determined by the Board of Directors that is not less than six (6) including Foundation, Institutional and Organizational members. Directors shall be members in good standing of the Council.

Vacancies

4.05 Any vacancy occurring in the Board of Directors shall be filled by the member of the organization with the advice and approval of the Board of Directors; however, vacancies in the Board due to an increase in the number of directors is to be filled by the members at an annual meeting of the members or at a special meeting of members called for that purpose. Any other vacancy may be filled by approval of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the un-expired term of the predecessor in office.

Regular Meetings of Directors

4.06 The regular meetings of the Board of Directors shall be held at a time and place to be determined and adopted by resolution of the Board at its first meeting. All future meetings of the Board after that date shall be the same time and place unless otherwise determined.

Special Meetings of Directors

4.07 Special meetings of the Board of Directors may be called by the Chairman or any three Directors. The person or persons authorized to call special meetings may fix the time and place for holding such meetings.

Notice of Meetings of Directors

4.08 Written or printed notice of any meeting of the Directors shall be delivered to each Director at least three (3) days prior to the meeting stating the place, day and time of the meeting, who called the meeting, and the general purpose of the meeting. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Quorum of Directors

4.09 One-third (1/3) of the Board of Directors in person or by proxy shall constitute a quorum for the transaction of business at any meeting of the Board. The directors present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of directors required to constitute a quorum. If a quorum fails to be maintained during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

Actions of Board of Directors

4.10 The Board of Directors shall try to act by consensus. However, the vote of a majority of directors, in person or by proxy and in good standing, voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or by the bylaws. A director in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.

Proxies

4.11 Any director may vote in person or by proxy executed in writing by such director. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Agenda

4.12 An agenda for each meeting will be made available to all directors at least three (3) days prior to each meeting and at each meeting. There will be no restrictions placed on any agenda item. Each agenda item will be worded to make it clear that action may be taken.

Removal of Directors

4.13 Any director may be removed either with or without cause by a two-thirds (2/3) vote of all directors.

Attendance

4.14 Attendance at regular meetings of the Board of Directors is critical to the success of the Council's activities. Any director who is absent from three consecutive regular meetings or fails to attend fifty (50%) percent or more of regular meetings within any six (6) month period will be deemed to have vacated the director's position.

ARTICLES

OFFICERS

Officer Positions

5.01 The officers of the Board shall be a Chairman, Vice-Chairman, Secretary and Treasurer and Immediate Past Chairman. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions.

Election and Term of Office

5.02 The officers of the Board shall be elected annually by the Board of Directors at the regular annual meeting of the Board. At any meeting at which the election of officers occurs, the nominating committee shall report nominees for the board and for each officer position. In addition a director in good standing may nominate another director for any officer position with the second of any other voting director in good standing. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed him or herself in the same office.

Vacancies

5.03 A vacancy in any office may be filled by the Board of Directors for the un-expired portion of the officer's term.

Chairman

5.04 The Chairman shall be the Chief Executive Officer of the Council. The Chairman shall supervise the business affairs of the Council, subject to the direction of the Board of Directors. The Chairman shall preside at all meetings of the members, of the Board of Directors, and of the Executive Committee. The Chairman may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the Chairman may not execute instruments on behalf of the Council if this power is expressly delegated to another officer or agent of the Council by the Board of Directors, the bylaws, or statute. The Chairman shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chairman.

Vice-Chairman

5.05 When the Chairman is absent, is unable to act, or refuses to act, the Vice-Chairman shall perform the duties of the Chairman. When the Vice-Chairman acts in place of the Chairman, the Vice-Chairman shall have all the powers of and be subject to all restrictions upon the Chairman. The Vice-Chairman shall preside over the Budget Committee and shall perform other duties as assigned by the Chairman of Board of Directors.

Secretary

5.06 The secretary shall give all notices as provided in the bylaws or as required by law, take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records, maintain custody of the corporate records and of the seal of the Council, affix the seal of the Council to all documents as authorized, keep a register of the contact information of each member, director, officer, and employee of the Council and perform duties as assigned by the Chairman.

Treasurer

5.07 The treasurer shall have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for moneys due and payable to the Council from any source, deposit all moneys in the name of the Council in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or Chairman, write checks and disburse funds to discharge obligations of the Council, maintain the financial books and records of the Council, prepare financial reports as least annually, perform other duties as assigned by the Chairman and if required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.

Immediate Past Chairman

5.08 The Immediate Past Chairman shall serve as an advisor to the officers and Executive Committee and perform duties as assigned by Chairman.

ARTICLE 6

COMMITTEES

Establishment of Committees

6.01 The Chairman, with the advice and consent of the Board of Directors, is authorized to appoint any standing or special committees, other than those specified in these bylaws. In addition to Directors, a committee may include persons who are not directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the bylaws or otherwise imposed by law. No committee shall commit the Council on any matter without first receiving the approval of the Board of Directors or the approval of the membership.

Committee Chairs

6.02 The Chairman shall appoint all committee chairmen. Committee meetings may be called at any time by the committee chairman, but committee chairmen must notify the Chairman of the Board.

Composition of Executive Committee

6.03 The Executive Committee shall be composed of the officers of the Council and representatives of each class of membership. Foundation members representing counties over 50,000 in population or cities over 10,000 in population shall have an automatic seat on the Executive Committee. The Chairman, with the consent of the Board of Directors, may appoint other Foundation members and at least one representative of the Institutional and Organizational members to the Executive Committee.

Authority of Executive Committee

6.04 The Executive Committee shall act on behalf of the Board of Directors when the Board of Directors is not in session. The Board of Directors shall set the limitation of authority of the Executive Committee and any actions taken by the Executive Committee shall be reported at the next Board meeting.

Nominating Committee

6.05 The Chairman shall appoint a nominations committee by December of each year or as soon thereafter as is possible for the purpose of nominating potential directors and officers of the Council. The committee shall report its nominees at the annual meeting of the Council or the meeting at which directors and officers will be elected. The committee will be composed of the Chairman and two other directors, at least one of which shall not have served on the Executive Committee.

Budget Committee

6.06 The Chairman shall appoint a budget committee in April of each year or as soon thereafter as is possible for the purpose of development of the next fiscal year's budget. The Vice-Chairman shall chair this committee.

ARTICLE7

TRANSACTIONS OF THE COUNCIL

Contracts

7.01 The Board of Directors may authorize any officer or agent of the Council to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Council. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposits

7.02 All funds of the Council shall be deposited to the credit of the Council in banks, trust companies, or other depositories that the Board of Directors selects.

Gifts

7.03 The Board of Directors may accept on behalf of the Council any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Council. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Council's federal and state tax status.

Potential Conflicts of Interest

7.04 The Council shall not make any loan to a director or officer of the Council. A director, officer, or committee member of the Council may not lend money to and otherwise transact business with the Council except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Council has the same rights and obligations relating to those matters as other persons transacting business with the Council. The Council shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Council without full disclosure of all relevant facts and without the approval of the Board of Directors members, not including the vote of any person having a personal interest in the transaction.

ARTICLES BOOKS AND

RECORDS Required Book and Records

8.01 The Council shall keep correct and complete books and records of account. The Council's books and records shall include:

(1) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Council, including, but not limited to, the articles of incorporation and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.

(2) A copy of the bylaws, and any amended versions or amendments to the bylaws.

(3) Minutes of the proceedings of the members, Board of Directors, and committees having any of the authority of the Board of Directors.

(4) A list of names and addresses of the members, directors, officers, and any committee members of the Council.

(5) Financial statements showing the balance sheet and income and expenses of the Council for the three most recent fiscal years.

(6) All rulings, letters, and other documents relating to the Council's federal, state, and local tax status.

(7) The Council's federal, state, and local information or income tax returns for each of the Council's three most recent tax years.

Inspection and Copying

8.02 Any officer, director or member of the Council may inspect and receive copies of all books and records of the corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person submits a request in writing. Any person entitled to inspect and copy the Council's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the council's books and records may do so at a reasonable time no later than ten (10) working days after the council's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Councils' books and records by members. The fees may cover the cost of materials and labor, but may not exceed fifty cents ($.50) per page. The Council shall provide requested copies of books or records no later than ten (10) working days after the corporation's receipt of a proper written request.

ARTICLE 9

FISCAL

Fiscal year

9.01 The fiscal year of the Council shall begin on the first day of October and end on the last day in September in each year.

Budget

9.02 Prior to July 1 of each year, the Budget Committee shall meet and prepare an annual budget. The budget shall be first presented to the board no later than the regular meeting in August of each year. The budget shall be subject to the approval of the Board of Directors no later than the regular meeting in September and shall become the operating budget for the Council in the next fiscal year.

Audit

9.03 The Board of Directors shall order a certified audit to be conducted annually.

Annual Report

9.04 The Chairman shall report to the membership regarding the functions and conditions of the Council at the annual meeting.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a majority vote of the members in person or by proxy at any regular or special meeting of the members. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall be sent to the last recorded address of each member at least ten (10) days prior to the date of the meeting, and shall include the board recommendations for the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

11.01 The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

11.02 If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

11.03 The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Gender

.

11.04 Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular

Seal

11.05 The Board of Directors may provide for a corporate seal. Such seal would consist of two concentric circles containing the words Rio South Texas Economic Development Council, Texas, in one circle and the word Incorporated together with the date of incorporation of the Council in the other circle.

Power of Attorney

11.06 A person may execute any instrument related to the Council by means of a power of attorney if an original executed power of attorney is provided to the secretary of the Council to be kept with the council records.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Rio South Texas Economic Council and that the foregoing Bylaws constitute the Bylaws of the Council. These Bylaws were originally adopted at a meeting on October 13, 2008 and duly amended at a meeting on March 5, 2009 and duly amended again at a meeting on January 19, 2012.

_____ _____

Date Eduardo Campirano, Secretary

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rio South Texas Economic Council

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ Non-Profit Corporation Exempt Under IRS Code Section 501 (c)(6)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO BOX 1499

Requester's name and address (optional)

6 City, state, and ZIP code
WESLACO, TX 78599

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
2 6 – 3 5 4 0 6 4 4

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 11/30/2016

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Rio South Texas Economic Council
PO Box 1499
Weslaco, TX 78599

Invoice

Invoice #: RMD-1713
Invoice Date: 10/1/2016
Due Date: 12/1/2016

Bill To:

County of Hidalgo
Hidalgo County Judge's Office
302 West University Dr.
Edinburg, TX 78539

Date	Description	Amount
9/9/2016	Counties with 500,000 or more and Cities with 50,000 or more	17,500.00

Total	$17,500.00
Payments/Credits	$0.00
Balance Due	$17,500.00

AI-57509 **County Clerk** **6. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Jaclyn Trevino, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Resolution in Recognition of Evelia Morales for 35 years of service to Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 09:39 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Jaclyn Trevino		Started On: 11/29/2016 02:11 PM
Final Approval Date: 12/02/2016		

RESOLUTION IN RECOGNITION OF EVELIA MORALES FOR 35 YEARS OF SERVICE TO HIDALGO COUNTY

WHEREAS, for more than 35 years, Evelia Morales has dedicated her career to serving the citizens of Hidalgo County; and

WHEREAS, born in Elsa, Texas to Juan and Seferina Loredo, Mrs. Morales graduated from Santa Rosa High School in 1972; and

WHEREAS, Mrs. Morales began her career with the county in 1980 working under Precinct 1 Commissioner Ramiro Cavazos; and

WHEREAS, a year later, she moved to the County Clerk's office where she would stay and go on to work under the supervision of seven elected County Clerks; and

WHEREAS, Mrs. Morales has held several positions at the County Clerk's office starting in the microfilming department, then moving to the Vitals and Criminal departments; and

WHEREAS, in 2008, she was promoted to a manager position supervising the Probate, Civil and Criminal departments; and

WHEREAS, Mrs. Morales has been married to her husband, Manuel, for 44 years. They have four children, Christopher, Jennifer, Elizabeth and Manuel; 13 grandchildren; and two great-grandchildren; and

WHEREAS, after more than three decades of dedicated public service, Mrs. Morales will retire from the County Clerk's office on December 30, 2016 to spend more time with her family.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors Evelia Morales for 35 years of dedicated service to the residents of Hidalgo County and wishes her a long, healthy, and happy retirement.

Approved this 6th day of December 2016.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct.4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-57498 **Juvenile Probation Department** **7. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Buddy Silva, JUVENILE PROBATION

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: JUVENILE PROBATION

Information

CAPTION

Approval of Resolution and Specialty Court Official Declaration establishing Hidalgo County Juvenile Justice Drug Court Program

BACKGROUND

Fiscal Impact

Attachments

Resolution
form
declaration

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 10:00 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Monica Badillo		Started On: 11/29/2016 09:47 AM
Final Approval Date: 12/02/2016		

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, the Hidalgo County Juvenile Justice Drug Court Program be established as a Juvenile Drug Court pursuant to Texas Government Code, Chapter 121 or under former law; and

WHEREAS, the Hidalgo County Commissioners' Court recognizes that this court has been or will be operational as of the 3rd day of January, 2017

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners' Court does authorize the establishment of the Hidalgo County Juvenile Justice Drug Court Program to enable it to provide services needed by the citizens of our county.

PASS AND APPROVED THIS _____ DAY OF DECEMBER, 2016.

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

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

GOVERNOR GREG ABBOTT

SPECIALTY COURT REGISTRATION FORM

COURT INFORMATION			
Judicial Circuit:	332 nd District Court	Court Program Name:	Hidalgo County Juvenile Justice Drug Court Program
Primary County Served:	Hidalgo County	Other Counties Served:	
Court Program Start Date:	December 5, 2016	Court Street Address:	100 East Cano
City:	Edinburg	State:	Texas
Zip Code:	78539		

PRESIDING JUDGE CONTACT INFORMATION	
Title:	Honorable Judge
Name:	Mario E. Ramirez, Jr.
Street Address:	100 East Cano
City:	Edinburg
State:	Texas
Zip Code:	78573
Phone:	956.318.2275
Email:	

COORDINATOR CONTACT INFORMATION	
Name:	Ricardo Guerrero Jr.
Title:	Community Relations Coordinator
Street Address:	1001 N. Doolittle RD
City:	Edinburg
State:	Texas
Zip Code:	78540
Phone:	956.587.6258
Email:	ricardo.guerrero@jpd.co.hidalgo.tx.us

COURT CHARACTERISTICS						
Targeted Offense *(check all that apply)*:	☐	Misdemeanor	☒	Felony	☐	Civil
	☐	Other *(please explain)*				
Court Type:	Drug Court					
	If "Other" Selected *(please explain here)*					
Population:	Juvenile					
General Approaches *(check all that apply)*:	☐	Pre-Adjudication	☒	Post-Adjudication	☐	Re-entry
	☐	Other *(please explain)*				

Pursuant to statutory authority, drug courts and veteran's courts, hereinafter referred to as specialty court programs, are to notify the Office of the Governor Criminal Justice Division (CJD) on or before implementation. In turn, CJD maintains a database of operational specialty court programs.

In order to register your court program with CJD for inclusion in the specialty court database, please complete and submit the registration form, as well as, a copy of the resolution by the appropriate governing body authorizing the establishment of the specialty court program.

Please forward completed forms and resolutions to Ms. Natasha Jackson, State Specialty Courts Grants Manager, via email at Natasha.Jackson@gov.texas.gov or by fax to (512) 475-2440. Upon approval your specialty court program will be registered with CJD.

We encourage you to contact Ms. Alice Wren, CMBHS Specialist, Department of State Health Services (DSHS), for information on how to have your court program's information loaded into the Client Management Behavioral Health System (CMBHS). Once you complete the necessary forms and your court program is entered into the system, webinar training will be scheduled to demonstrate how to maintain your court program information, add/remove staff access, and view client records. Ms. Wren may be reached via phone and email at (512) 206-5929 and Alice.Wren@dshs.state.tx.us.

County of Hidalgo

State of Texas

SPECIALITY COURT OFFICIAL DECLARATION

HIDALGO COUNTY JUVENILE JUSTICE DRUG COURT

The Commissioners' Court OF Hidalgo County found it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Juvenile Justice Drug Court Program be established as a Juvenile Drug Court pursuant to Texas Government Code, Chapter 121 or under former law.

The Hidalgo County Commissioners' Court recognized that this court has been or will be operational as of the 3rd day of January, 2017.

SIGNED BY:

_____
RAMON GARCIA
County Judge

AI-57488 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1 - TTBH:
Discussion, consideration, and approval to appoint Georgina Bermudez as Deputy Constable by Constable Celestino Avila Jr, Constable Pct.1 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1285-421-00-291-013-7-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 291-013 Slot No. 0001.

Attachments

LGC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/28/2016 03:32 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Joe Espinoza		Started On: 11/28/2016 03:10 PM
Final Approval Date: 12/02/2016		

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

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

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995. Amended by:

Acts 2005, 79th Leg., Ch. 1094 (H.B. 2120), Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under

Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954 (H.B. 1588), Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

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

the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

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

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

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

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

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

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

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

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

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

Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

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

(2) exempt from Chapter 1702, Occupations Code.

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

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

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

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

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

Acts 2011, 82nd Leg., R.S., Ch. 261 (H.B. 1241), Sec. 1, eff. June 17, 2011.

AI-57576 **Tax Office** **9. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of San Juan for implementation of scofflaw procedures and processes for vehicle registration denial services.

BACKGROUND

Fiscal Impact

Attachments

City of San Juan Scofflaw Contract
City of San Juan Resolution
City of San Juan Hamer Enterprises Processing Services Agreement
City of San Juan Legal Approval
City Scofflaw Transportation Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 08:14 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Edgar Jaramillo Started On: 12/01/2016 05:01 PM

Final Approval Date: 12/02/2016

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement made and entered into this _____ day of _____, 20__, by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of San Juan, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY.

2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the County with a detailed listing, in the County requested format, of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.

2.2 City shall provide the County Tax Assessor-Collector with a Payment Receipt along with a signed and stamped Scofflaw Denial / Release Form be issued from the County office(s), or the online Scofflaw system when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or

2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.

2.3 Upon receiving a Payment Receipt and a Scofflaw Denial / Release Form as indicated above is received, the County Tax Assessor-Collector may not refuse to register the motor vehicle.

2.4 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made

regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

2.5 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.

2.6 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.

2.7 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.

2.8 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2.8.1 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.

3.1 The County Tax Assessor-Collector shall:

3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with the County and identified in accordance with Texas Transportation Code Chapter 702.

3.2 County shall provide a form to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

3.3 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receiving a Payment Receipt and a Scofflaw Denial / Release Form from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

3.4 The County Tax Assessor-Collector shall at any time have the sole

authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. CONSIDERATION AND PAYMENT.

4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(3-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.

4.2 City shall assess a $20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.

4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.

4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.

4.5 City shall, on a quarterly basis, provide County a report reconciling the $20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. TERM AND TERMINATION.

This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements. The Agreement shall terminate one year thereafter, and shall automatically renew for a one (1) additional, one-year term. This Agreement may be terminated with or without cause at any time by either party upon sixty (60) days written notice to the other parties.

6. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County:	County of Hidalgo, Texas Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, TX 78539
With Copy to:	County Tax Assessor-Collector Attn: Pablo (Paul) Villarreal, Jr. 2804 US Hwy 281 Edinburg, TX 78539
If to City of San Juan:	City of San Juan Attn: San Juanita Sanchez, Mayor 709 S. Nebraska St San Juan, TX 78589
With Copy to:	San Juan Municipal Court Attn: Rick Perez, Presiding Judge 2301 N. Raul Longoria Rd San Juan, TX 78589

7. INDEMNIFICATION.

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. FISCAL FUNDING.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this

Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds a s required by Chapter 791 of the Texas Government Code.

9. VENUE.

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas.

10. NONDISCRIMINATION.

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

11. ENTIRE AGREEMENT,

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. SEVERABILITY.

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING.

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS.

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER.

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES.

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

THE GOVERNING BODY, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services as outlined above.

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

CITY OF SAN JUAN

San Juanita Sanchez, Mayor

ATTEST:

Monica Gomez, City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

Pablo (Paul) Villarreal, Jr.

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez

By:_____
Josephine Ramirez
Assistant District Attorney

Mayor: San Juanita Sanchez
Mayor Pro-Tem: Mario Garza
Commissioners: Jesus "Jesse" Ramirez
Raudel Maldonado
Pete Garcia

The City of San Juan does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Office of the City Secretary at 956-223-2200 at least 24 hours prior to the scheduled meeting to make proper arrangements.

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

Tuesday, September 13, 2016

REGULAR MEETING AGENDA
6:00 P.M.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

Discussion and Possible Action on all the Following Matters:

V. PRESENTATIONS

A. Presentation on City of San Juan Financial Options to Fund Streets and Other City Projects. [Pablo Garza, Director of Finance]

B. Presentation on Departmental Reports: Department of Parks and Recreation, Department of Planning and Zoning, San Juan Memorial Library, Department of Sanitation. [Benjamin Arjona, City Manager]

VI. ORDINANCES

A. Consider Adopting an Ordinance in First Reading Amending the Code of Ordinances by Adding a New Division 5 to Chapter 10, Subdivision Regulations, Establishing a Standard Design Guide for Public Infrastructure Improvements. [Xavier Cervantes, Director of Planning]

B. Consider an Ordinance in Second Reading Establishing a Franchise Tax on City Owned Utilities. [Pablo Garza, Director of Finance]

C. Consider Second and Final Reading of an Ordinance Adopting the Budget for the City of San Juan, Texas, for the Fiscal Year beginning October 1, 2016 and Ending September 30, 2017. [Pablo Garza, Director of Finance]

D. Consider First Reading of an Ordinance Adopting the Tax Rate Levy for the City of San Juan, Texas, for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017. [Pablo Garza, Director of Finance]

VII. DISCUSSION AND ACTION

A. Discussion and Possible Action on Authorizing Attorney to File a Declaratory Action in Regards to City Property Transferred to San Juan EDC. [Javier Villalobos, City Attorney]

VIII. CONTRACTUALS/RESOLUTIONS

A. Consider the Approval of Project to Undertake Infrastructure Improvements at the Intersection of Ridge Road and Nebraska Avenue. [Xavier Cervantes, Director of Planning]

B. Consider Authorizing the City Manager to Enter into an Agreement between the City of San Juan Fire Department and First Responder Organization Medical Director/Provider Affiliation (Med-Care EMS). [Tirso Garza, Fire Chief]

C. Consider Authorizing the City Manager to Enter into a Policing Agreement Between Pharr-San Juan-Alamo Independent School District and the City of San Juan Police Department. [Chanel Borrego, Grants and Contracts Coordinator]

D. Consider Resolution Authorizing the City Manager to Enter into an Agreement between the City of San Juan and the State of Texas, Acting by and through the Texas Department of Transportation, for the Selective Traffic Enforcement Program. [Chanel Borrego, Grants and Contracts Coordinator]

E. Consider Authorizing the City Manager to Transfer Funds from Summer Employees (Salaries) to Other - Youth Football Program in the Amount of $8,000.00. [Rene Jaime, Parks and Recreation Assistant Director]

F. Discussion and Possible Action on Inter Departmental Obligation Transfer from Sanitation Fund for the Purpose of Street Improvements and New Public Safety Substation. [Benjamin Arjona, City Manager]

G. Consider a Resolution by the City Commission of the City of San Juan Requesting Financial Assistance from the Texas Water Development Board Under the Drinking Water State Revolving Fund Program; Authorizing the Filing of an Application for Assistance; and Making Certain Findings In Connection Therewith. [Benjamin Arjona, City Manager]

H. Consider a Resolution by the City Commission of the City of San Juan Requesting Financial Assistance from the Texas Water Development Board Under the Clean Water State Revolving Fund Program; Authorizing the Filing of an Application for Assistance; and Making Certain Findings In Connection Therewith. [Benjamin Arjona, City Manager]

I. Consider a Resolution by the City Commission of the City of San Juan Requesting Financial Assistance from the Texas Water Development Board Under the Clean Water State Revolving Fund Program; Authorizing the Filling of an Application for Assistance; and Making Certain Findings In Connection Therewith. [Benjamin Arjona, City Manager]

Passed 9-13-16

J. Consider the Approval of the Interlocal Cooperation Agreement between the City of San Juan, Texas and the County of Hidalgo, Scofflaw Program. [Maria Enriquez, Court Administrator]

K. Consider Authorizing the City Manager to Advertise for Construction Bids for the New Public Safety Substation. [Xavier Cervantes, Director of Planning]

IX. CONSENT AGENDA

A. Budget Expenditure Report as July 31, 2016.
B. Monthly Collection Report as of July 31, 2016.
C. Approval of Minutes
1. June 28, 2016
2. July 5, 2016
3. July 12, 2016
4. July 25, 2016
5. July 29, 2016

X. EXECUTIVE SESSION

The City Commission will Convene in Executive Session, in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551et seq: 551.071.

A. 551.071 STCRP v. San Juan

XI. RECONVENE

The City Commission will reconvene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551, Requirement to Vote or Take Final Action in Open Meeting.

XII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 9th day of September, 2016 at 5:00 p.m. in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

Monica Gomez

MONICA GOMEZ
INTERIM CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the _____ day of _____, 2016.

_____
OFFICE OF THE CITY SECRETARY

Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and **City of San Juan**,(CLIENT) at 709 S. Nebraska, San Juan, TX 78589, a recipient of HE Internet Processing Professional Services agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

2. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES as per EXHIBIT A, the CLIENT's customers who choose to benefit from the SERVICES used in will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis per each department who opt to use the SERVICES as per EXHIBIT C. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

3. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

4. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

HAMER ENTERPRISES
William C Hamer
4200-A N. Bicentennial Drive, McAllen, TX 78504
Phone:(956) 682-3466
Fax: (956) 682-0372

5. CLIENT RESPONSIBILITIES:

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically and any additional responsibilities outlined as per EXHIBIT B. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign a Benjamin Arjona to perform as liaison.

6. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

7. INSURANCE:

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

8. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

9. CONFLICT OF INTEREST DISCLOSURE:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and

B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

11. VENUE:

The venue for this and all associated agreements shall be Hidalgo County, Texas.

12. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

13. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

15. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:
HAMER ENTERPRISES

Authorized Signature

Mr. William C Hamer
Printed

CEO
Title

11-16-16
Date

CLIENT:
City of San Juan, TX

Authorized Signature

Benjamin Arjona
Printed

City Manager
Title

11/15/16
Date

Monica Gomez
Attest

Interim City Secretary
Title

1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

HE will provide their eScofflaw© Hosted Application Services and EZ-NETPAY© Internet Payment Services to CLIENT for collections specific to the CLIENT:

A. Access to the EZ-NETPAY© eCommerce Gateway via an Internet backbone connection provided by the CLIENT

B. Access to the eScofflaw© Hosted Application Services via an Internet backbone connection provided by the CLIENT

C. All maintenance and support of the eScofflaw© Hosted Application Services and EZ-NETPAY© eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES

D. Training staff on the operation of eScofflaw© Hosted Application Services and EZ-NETPAY© Services

E. Standard reports predicated on existing EZ-NETPAY© eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

Overall Hosting Services Features Include:

eScofflaw© Portal Absconders Access
eScofflaw© Portal Designated Authorized County Staff Access
eNETPAY© Online Payment Gateway Settlement Reports Site

Connectivity:
High Speed connectivity, Network & Connection Monitoring

Backup Services:
Daily, Weekly, Monthly & Annual backups – this includes the following:
Monthly Entire System Save, Offsite Storage & Rotation, Data Restoration, Disk Protection and Power Backup

Multi-tier Security:
Physical Security, Logical Security, Monitoring and Analysis

Data Base:
Database management updates, daily upload via HE Secure File Transfer Protocol Service.

2. EXHIBIT B: CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for providing data files, daily, to an FTP Site, HE's Secure FTP Site or make data accessible for HE's updating to provide the services to the CLIENT.

The CLIENT shall allow HE exclusively to Interface HE's eCommerce payment gateway with HE's eScofflaw© Portal.

The CLIENT shall allow any City of San Juan Department or Municipality within City of San Juan to add case data for eScofflaw© collections at the discretion of City of San Juan Commissioners, City of San Juan Department or the City of San Juan Tax Assessor Collector

3. EXHIBIT C: LOCATIONS

The CLIENT shall allow any County Department use of HE's Internet Professional Services for payment processing at the discretion of the City of San Juan Commissioners or City of San Juan Department.

Santos Castilleja

From: Claudia Salinas
Sent: Tuesday, November 29, 2016 9:56 AM
To: Santos Castilleja
Subject: FW: FW: Request for Legal Approval, Scofflaw Inter-local agreement with City of San Juan

From: Erin Thorn [mailto:erin.thorn@da.co.hidalgo.tx.us]
Sent: Tuesday, November 29, 2016 9:47 AM
To: Claudia Salinas
Cc: Ramirez, Josephine; Victor Garza
Subject: Re: FW: Request for Legal Approval, Scofflaw Inter-local agreement with City of San Juan

Dear Ms. Salinas,

Our Office is in receipt of the edited proposed Interlocal Agreement between the City of San Juan and the County establishing a scofflaw program.

Upon review, as the suggested edits have been incorporated into the document, our Office continues to approve as to form.

Please do not hesitate to reach out to our Office with any further questions or concerns.

Thank you,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 E. Cano Street
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 292-7619 FAX
erin.thorn@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 erin.thorn@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

On Tue, Nov 29, 2016 at 9:17 AM, Claudia Salinas <claudia.salinas@hidalgocountytax.org> wrote:

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE I. ENFORCEMENT OF TRAFFIC LAWS

CHAPTER 702. CONTRACTS FOR ENFORCEMENT OF CERTAIN ARREST WARRANTS

Sec. 702.001. DEFINITIONS. In this chapter:

(1) "Department" means the Texas Department of Motor Vehicles.

(2) "Registration" of a motor vehicle includes a renewal of the registration of that vehicle.

(3) "Traffic law" means a statute or ordinance, a violation of which is a misdemeanor punishable by a fine not to exceed $200, that regulates, on a street, road, or highway of this state:

(A) the conduct or condition of a person while operating a motor vehicle; or

(B) the condition of a motor vehicle being operated.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(a), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2S.01, eff. September 1, 2009.

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

(b) A municipality may contract with a county in which the municipality is located or the department to provide information to the county assessor-collector or department necessary to make a determination under Subsection (a).

(c) A municipality that has a contract under Subsection (b) shall notify the county assessor-collector or the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) entry of a judgment against the person and the person's payment to the court of the fine for the violation and of all court costs;

(2) perfection of an appeal of the case for which the arrest warrant was issued; or

(3) dismissal of the charge for which the arrest warrant was issued.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(e-1) A municipality that has a contract under Subsection (b) may impose an additional $20 fee to a person who has an outstanding warrant from the municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. The additional fee may be used only to reimburse the department or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

(f) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(b), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 3, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1094 (S.B. 1386), Sec. 2, eff. September 1, 2011.

Sec. 702.004. WARNING; CITATION. (a) A peace officer

authorized to issue citations in a municipality that has a contract under Section 702.003 shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality.

(b) The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register a motor vehicle in this state.

(c) The warning required by this section may be printed on the citation.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Renumbered from Transportation Code Sec. 702.005 and amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160, eff. Sept. 1, 1997.

Sec. 707.017. ENFORCEMENT. (a) If the owner of a motor vehicle is delinquent in the payment of a civil penalty imposed under this chapter, the county assessor-collector or the Texas Department of Motor Vehicles may refuse to register a motor vehicle alleged to have been involved in the violation.

(b) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 266 (H.B. 2530), Sec. 1, eff. May 30, 2009.

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 4, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2T.03, eff. September 1, 2009.
Reenacted by Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. 1303), Sec. 24.018, eff. September 1, 2011.

Sec. 707.018. IMPOSITION OF CIVIL PENALTY NOT A CONVICTION. The imposition of a civil penalty under this chapter is not a conviction and may not be considered a conviction for any purpose.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

Sec. 707.019. FAILURE TO PAY CIVIL PENALTY. (a) If the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner:

(1) an arrest warrant may not be issued for the owner; and

(2) the imposition of the civil penalty may not be recorded on the owner's driving record.

(b) Notice of Subsection (a) must be included in the notice of violation required by Section 707.011(c).

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

AI-57496 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

DOJ - USMS - U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of $18,000.00.
2. Requesting 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 DOJ-USMS funding.
4. Approval to appropriate funds in the amount of $18,000.00 for USMS overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of Performance is from October 19, 2016 to September 30, 2017.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-068-7-131

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $18,000.00 for DOJ-USMS funding of FY2017. Period of performance is 10/19, 2016 to 9/30/17.
6-1284-331-11-280-068-7-000 DOJ-USMS
Revenues Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget(Account #6-1100-421-00-280-001-0-XXX).

Attachments

USMS FY 2017 Obligation Document
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/29/2016 09:54 AM
Budget & Management	Veronica Ortiz	11/29/2016 09:59 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/29/2016 09:25 AM
Final Approval Date: 12/02/2016

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DATE: December 2, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: USMS Overtime FY2017

ACCOUNT NUMBER: 6-1284-421-00-280-068-7-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-068-7-131	Overtime Pay	18,000.00

	TOTAL APPROPRIATIONS	**18,000.00**
6-1284-331-11-280-068-7-000	**US Marshals Service (USMS)**	**18,000.00**
	TOTAL REVENUES	**18,000.00**

REASON: **To appropriate budget for the overtime hours for officer assigned to USMS investigations for FY 2017.**

Funding period is October 19, 2016 to September 30, 2017.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #6-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **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

December 2, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C Cuellar Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 U.S. Department of Justice – U.S. Marshals Service (DOJ-USMS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT:	PURPOSE:
$18,000.00	Hidalgo Co. Sheriff's Office – DOJ-USMS FY17 Joint Law Enforcement Operations Task Force – Overtime for (2) TFOs

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/6/16
Date

AI-57496 **Sheriff's Office** **15. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

DOJ - USMS - U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of $18,000.00.
2. Requesting 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 DOJ-USMS funding.
4. Approval to appropriate funds in the amount of $18,000.00 for USMS overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of Performance is from October 19, 2016 to September 30, 2017.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-068-7-131

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $18,000.00 for DOJ-USMS funding of FY2017.
Period of performance is 10/19, 2016 to 9/30/17.
6-1284-331-11-280-068-7-000 DOJ-USMS
Revenues Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget(Account #6-1100-421-00-280-001-0-XXX).

Attachments

USMS FY 2017 Obligation Document

Appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/29/2016 09:54 AM
Budget & Management	Veronica Ortiz	11/29/2016 09:59 AM
Final Approval		
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/29/2016 09:25 AM

Hector Sandoval

From: Rosie Gonzalez [rosieg@hidalgoso.org]
Sent: Friday, December 02, 2016 1:18 PM
To: hector sandoval
Cc: deborah fischer
Subject: Certification of Revenues USMS FY17
Attachments: BUDGET AMEND-USMSOvertimeFY2017.xlsx

Importance: High

Good afternoon Hector,

Would you please complete a Certification of Revenues for the USMS FY17 Overtime Grant Account # 6-1284-421-00-280-068-7-XXX, the Agenda item is #57496.

Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant IV
Hidalgo County Sheriff's Office
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 19, 2016 to September 30, 2017

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2017	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	$18,000.00

Total Obligation Amount: $18,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

TFO overtime for two TFOs ($18,000)

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: SDUSM Dagoberto Lopez
Phone: (956)683-2400
E-mail: Dagoberto.Lopez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Sheriff J.E. "Eddie" Guerra
Phone: (956)393-6002
E-mail: sheriff.guerra@hidalgoso.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ANN HEPHNER Date: 11/18/2016

Ann Hephner, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: RICHARD HUNTER Date: 11/18/2016

Richard Hunter Chief Deputy U.S. Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

J.E. "Eddie" Guerra, Hidalgo County Sheriff

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

A. BOX 1: Enter name of state or local JLEO participating agency.
B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

DATE: December 2, 2016

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: USMS Overtime FY2017

ACCOUNT NUMBER: 6-1284-421-00-280-068-7-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-068-7-131	Overtime Pay	18,000.00

	TOTAL APPROPRIATIONS	18,000.00
6-1284-331-11-280-068-7-000	US Marshals Service (USMS)	18,000.00
	TOTAL REVENUES	18,000.00

REASON: **To appropriate budget for the overtime hours for officer assigned to USMS investigations for FY 2017.**

Funding period is October 19, 2016 to September 30, 2017.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #6-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-57527 **Sheriff's Office** **10. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Cost Reimbursement Agreement between the Federal Bureau of Investigation (FBI) and the Hidalgo County Sheriff's Office.
2. Authorization for county sheriff, as county law enforcement official, to sign document.

BACKGROUND

Acceptance of FBI overtime funding and appropriation of same was approved by Commissioners Court on 11/15/16 (AI#57173).

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-280-056-7-131

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

BUDGETARY IMPACT:

Appropriation of overtime funding was approved on 11/15/16 (AI#57173).

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	12/01/2016 03:47 PM
Budget & Management	Veronica Ortiz	12/01/2016 04:12 PM
Glinda Pacheco	Glinda Pacheco	12/02/2016 11:35 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Emilia Uriegas		Started On: 11/30/2016 02:32 PM
Final Approval Date: 12/02/2016		

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
HIDALGO COUNTY SHERIFF'S OFFICE (AGENCY)
TASK FORCE FILE # 281D-SA-C46020

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized Rio Grande Valley Safe Streets Violent Crime Task Force as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Hidalgo County Sheriff's Office located at 711 El Cibolo, Edinburg, Texas 78540 Taxpayer Identification Number: 74-6000717, Phone Number: 956-383-8114 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI Field Office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the Federal fiscal year running from October 1st of the year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to the submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officer change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursement hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in the paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

B) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the EFT. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursement for the fiscal year ending September 30, 2009, must be received by the FBI by December 31, 2009. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the taskforce, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FEDERAL BUREAU of INVESTIGATION:

Assistant Special Agent in Charge	Date	Contracting Officer FBI Headquarters	Date

HIDALGO COUNTY SHERIFF'S OFFICE:

J.E. "Eddie" Guerra, Sheriff Date

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ 12/2/16
Josephine Ramirez Solis, Assistant DA Date

AI-57536 **Executive Office** **11. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement relating to Tax Increment Reinvestment Zone Number One, City of Donna
2. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement relating to Tax Increment Reinvestment Zone Number Two, City of Donna

BACKGROUND

Extending term.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/01/2016 10:26 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Monica Badillo Started On: 11/30/2016 05:02 PM

Final Approval Date: 12/02/2016

AI-57474 **Executive Office** **11. C.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Public Defense:
Requesting approval of payment of twenty-four (24) attorney vouchers totaling $12,650.00 (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Robert Fernandez in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor (as attached and as listed on background)

BACKGROUND

	Invoice Date	Disposition Date	Cause # / Court #	Amount
1	11/15/16	6/14/16	CR-16-05762-A / CC #1	$400.00
2	11/17/16	5/26/16	CR-14-9096-E / CC #5	$300.00
3	11/14/16	2/8/16	CR-16-01122-F / CC #6	$300.00
4	11/10/16	4/4/16	CR-16-02939-G / CC #7	$2,500.00
5	11/10/16	7/14/16	CR-16-03945-G / CC #7	$400.00
6	11/16/16	7/27/16	CR-16-01998-H / CC #8	$300.00
7	11/16/16	4/13/16	CR-10-11229-H / CC #8	$300.00
8	11/16/16	11/13/14	CR-3744-14-A / 92nd DC	$500.00
9	11/16/16	2/1/16	CR-5332-15-A / 92nd DC	$500.00
10	11/16/16	1/7/16	CR-3859-11-A / 92nd DC	$500.00
11	11/10/16	4/28/16	CR-0916-16-C / 139th DC	$750.00
12	11/15/16	1/12/15	CR-4603-14-C / 139th DC	$500.00
13	11/15/16	1/12/15	CR-4599-14-C / 139th DC	$500.00
14	11/15/16	6/13/16	CR-1489-16-D / 206th DC	$400.00
15	11/16/16	1/6/16	CR-5100-15-D / 206th DC	$500.00
16	11/15/16	2/16/16	CR-5315-15-E / 275th DC	$500.00
17	11/15/16	5/19/16	CR-2047-15-E / 275th DC	$500.00
18	11/15/16	2/5/16	CR-0385-16-F / 332nd DC	$500.00
19	11/15/16	7/27/16	CR-1072-16-F / 332nd DC	$400.00
20	11/17/16	6/3/16	CR-1695-16-F / 332nd DC	$400.00

21 22	11/15/16 11/15/16	6/29/16 2/29/16	CR-3571-13-H / 389th DC CR-2489-15-H / 389th DC	$500.00 $400.00
23 24	11/16/16 11/16/16	6/20/16 6/20/16	CR-1282-16-I / 398th DC CR-2013-16-I / 398th DC	$400.00 $400.00
			TOTAL	**$12,650.00**

Funding not available as of 11/23/2016. Pending further verification.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Attachments

vouchers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/22/2016 04:26 PM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Monica Badillo		Started On: 11/21/2016 04:51 PM
Final Approval Date: 12/02/2016		

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Joe Henry Carr Garza, Jr.

PID	404107	APPOINTMENT DATE	5/31/2016
DEGREE	MA	DISPOSITION DATE	6/14/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-16-05762-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ [illegible] TOTAL: $0.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
6/14/2016	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case # CR-16-05763-A	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$0.00

SECTION C — LIST RELATED CASE NO'S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)*

THE 15 DAY OF June, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

6-1100-412-30115-0160-333

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Eliazar Perez

PID	1151766	APPOINTMENT DATE	5/26/2016
DEGREE	MA	DISPOSITION DATE	5/26/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-14-9096-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
5/26/2016	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 17 DAY OF NOV, 16

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Oscar Trigo, Jr.

PID	1386571	APPOINTMENT DATE	2/5/2016
DEGREE	MA	DISPOSITION DATE	2/8/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-16-01122-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
2/8/2016	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)*

THE 14 DAY OF Nov. 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Francisco Alexis Martinez

PID	1387935	APPOINTMENT DATE	4/4/2016
DEGREE	MA	DISPOSITION DATE	4/4/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-16-02939-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 2,500 ~~$~~ ~~5~~ TOTAL: $0.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
4/4/2016	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	**$0.00**

SECTION C LIST RELATED CASE NO.S / SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

SECTION C LIST RELATED CASE NO.S	DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
CR-16-02940-G				
CR-16-02941-G				
CR-16-02942-G				
CR-16-02943-G				
CR-16-02944-G				
CR-16-02945-G				
CR-16-02946-G				
CR-16-02947-G				
		TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 10 DAY OF Nov. 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
Joel Fernandez Sanchez			
PID	1469316	APPOINTMENT DATE	5/3/2016
DEGREE	MA	DISPOSITION DATE	7/14/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-16-03945-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ 400.00 TOTAL $0.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
7/14/2016	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS

215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 10 DAY OF Nov., 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Jeremy David Lopez

PID	1395863	APPOINTMENT DATE	3/10/2016
DEGREE	MB	DISPOSITION DATE	7/27/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-16-01998-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
7/27/2016	PLEA / DISMISSAL		☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 16th DAY OF Nov., 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Alberto Gonzalez Chavira

PID	44450	APPOINTMENT DATE	4/11/2016
DEGREE	MB	DISPOSITION DATE	4/13/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-10-11229-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
4/13/2016	MOTION TO REVOKE / MOTION TO ADJUDICATE		☑	$300.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$300.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 16th DAY OF NOV., 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Gabriel Anthony Suarez

PID	1434946	APPOINTMENT DATE	10/15/2014
DEGREE	F2	DISPOSITION DATE	11/13/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-3744-14-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$325.00	$175.00	$500.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $500.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	**$0.00**

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
10/21/2014	Court Appearance. Arraignment hearing.	1.25	
10/21/2014	Prepare & file pt motions.		0.75
10/23/2014	Receive & review 39.14		1
11/11/2014	meeting with prosecutor regarding case		0.75
11/12/2014	Court Appearance. Pre-trial hearing. Def. plead guilty.	2	
	TOTAL HOURS	**3.25**	**2.5**

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 16th DAY OF Nov., 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
Genaro Gaytan			
PID	883423	APPOINTMENT DATE	11/23/2015
DEGREE	F2	DISPOSITION DATE	2/1/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-5332-15-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$200.00	$0.00	$200.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
11/23/2015	Atty appointed. Arraignment hearing.	1	
12/3/2015	Court appearance. Pre-trial hearing.	1	
	TOTAL HOURS	2	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 16th DAY OF Dec., 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Genaro Gaytan

PID	883423	APPOINTMENT DATE	11/23/2015
DEGREE	F2	DISPOSITION DATE	2/1/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-5332-15-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$0.00	$300.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	**$0.00**

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/11/2016	Court appearance. Pre-trial hearing.	1	
2/1/2016	Court appearance. Pre-trial hearing. Def. plead guilty.	2	
	TOTAL HOURS	3	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 16th DAY OF Nov., 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

2 of 2

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Miguel Angel Herrera Martinez

PID	160535	APPOINTMENT DATE	11/23/2015
DEGREE	F3	DISPOSITION DATE	1/7/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-3859-11-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$125.00	$52.50	$177.50
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $177.50

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
11/23/2015	Court Appearance. Motion to Revoke.	1.25	
11/23/2015	Obtain copy of State's Motion to Revoke.		0.75
	TOTAL HOURS	1.25	0.75

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 16th DAY OF Nov., 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

1 of 2

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Miguel Angel Herrera Martinez

PID	160535	APPOINTMENT DATE	11/23/2015
DEGREE	F3	DISPOSITION DATE	1/7/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-3859-11-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$200.00	$122.50	$322.50
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $322.50

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/4/2016	Prepare & file Motion to Set Aside State's Motion to Revoke		1
1/6/2016	Conference with prosecutor regarding case.		0.75
1/7/2016	Court Appearance. States Motion to Revoke dismissed.	2	
	TOTAL HOURS	2	1.75

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 16th DAY OF Nov., 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

2 of 8

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Guadalupe Romero Zavala

PID	873846	APPOINTMENT DATE	2/12/2016
DEGREE	F3	DISPOSITION DATE	4/28/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 139TH DISTRICT COURT

CASE NUMBER: CR-0916-16-C

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON TRIAL FEES			$0.00
TRIAL FEES	$750.00	$0.00	$750.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $750.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/17/2016	Arraignment	1.5	
4/4/2016	Court Appearance- Pre Trial/ Trial	2	
4/7/216	Court Appearance- Pre Trial/ Trial	2	
4/28/2016	Court Appearance- Motion to Suppress. Def. plead	2	
	TOTAL HOURS	7.5	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 10th DAY OF NOV., 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 05/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Alejandro Benavides Enriquez

PID	658978	APPOINTMENT DATE	12/4/2014
DEGREE	F3	DISPOSITION DATE	1/12/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 139TH DISTRICT COURT

CASE NUMBER: CR-4603-14-C

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$0.00	$300.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
12/15/2014	Court Appearance. Arraignment hearing.	1.5	
12/29/2014	Court Appearance. Pre-trial & Trial on Merits	1.5	
	TOTAL HOURS	3	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 15th DAY OF November, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
Alejandro Benavides Enriquez			
PID	658978	APPOINTMENT DATE	12/4/2014
DEGREE	F3	DISPOSITION DATE	1/12/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 139TH DISTRICT COURT

CASE NUMBER: CR-4603-14-C

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON TRIAL FEES			$0.00
TRIAL FEES	$200.00	$0.00	$200.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO'S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/12/2015	Trial on Merits. Def. plead guilty.	2	
	TOTAL HOURS	2	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 15th DAY OF November, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Alejandro Benavides Enriquez

PID	658978	APPOINTMENT DATE	12/4/2014
DEGREE	F3	DISPOSITION DATE	1/12/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 139TH DISTRICT COURT

CASE NUMBER: CR-4599-14-C

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$0.00	$300.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
12/15/2014	Court Appearance. Arraignment hearing.	1.5	
12/29/2014	Court Appearance. Pre-trial & Trial on Merits	1.5	
	TOTAL HOURS	3	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 15th DAY OF November, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Alejandro Benavides Enriquez

PID	658978	APPOINTMENT DATE	12/4/2014
DEGREE	F3	DISPOSITION DATE	1/12/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 139TH DISTRICT COURT

CASE NUMBER: CR-4599-14-C

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$200.00	$0.00	$200.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO'S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/12/2015	Trial on Merits. Case dismissed.	2	
	TOTAL HOURS	2	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 15th DAY OF November, 2016.

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 07/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
Fernando Cerda, Jr.			
PID	1357077	APPOINTMENT DATE	4/1/2016
DEGREE	F2	DISPOSITION DATE	6/13/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER	206TH DISTRICT COURT
CASE NUMBER	CR-1489-16-D

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ ____ TOTAL $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
5/4/2016	Court Appearance. Arraignment hearing.	1	
5/20/2016	Court Appearance. Pre trial hearing. Reset for later date.	1	
6/13/2016	Motion to Suppress hearing. Def. plead guilty to a lesser degree.	2	
	TOTAL HOURS	4	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS
215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 15 DAY OF Nov, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Juan Pablo Rodriguez

PID	134235	APPOINTMENT DATE	11/5/2015
DEGREE	F3	DISPOSITION DATE	1/6/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 206TH DISTRICT COURT

CASE NUMBER: CR-5100-15-D

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$0.00	$300.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
11/9/2015	Court Appearance. Arraignment hearing.	1	
11/18/2015	Court Appearance. Pre-trial hearing.	1	
12/2/2015	Court Appearance. Pre-trial hearing.	1	
	TOTAL HOURS	3	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 16th DAY OF Nov, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

P. 1 of 2

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Juan Pablo Rodriguez

PID	134235	APPOINTMENT DATE	11/5/2015
DEGREE	F3	DISPOSITION DATE	1/6/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 206TH DISTRICT COURT

CASE NUMBER: CR-5100-15-D

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$200.00	$0.00	$200.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/6/2016	Court Appearance. Def. plead guilty. Sentenced 100 days in jail.	2	
	TOTAL HOURS	2	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 16 DAY OF Nov 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Isis Hernandez

PID	1462535	APPOINTMENT DATE	11/10/2015
DEGREE	F2	DISPOSITION DATE	2/16/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 275TH DISTRICT COURT

CASE NUMBER: CR-5315-15-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$0.00

SECTION C LIST RELATED CASE NO.'S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/21/2016	Court Appearance. Pre-trial hearing.	1	
2/8/2016	Court Appearance. Pre-trial hearing.	1	
2/16/2016	Court Appearance. Jury Trial. Case dismissed.	2	
	TOTAL HOURS	4	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 15th DAY OF November, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Isis Hernandez

PID	1462535	APPOINTMENT DATE	11/10/2015
DEGREE	F2	DISPOSITION DATE	2/16/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 275TH DISTRICT COURT

CASE NUMBER: CR-5315-15-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON TRIAL FEES			$0.00
TRIAL FEES	$100.00	$0.00	$100.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $100.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
11/23/2015	Court Appearance. Arraignment hearing.	1	
	TOTAL HOURS	1	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: Juan E. Partida THE 15th DAY OF November, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

2 of 2

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Gerardo Gonzalez Rebulloso

PID	1142555	APPOINTMENT DATE	5/6/2016
DEGREE	FS	DISPOSITION DATE	5/19/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 275TH DISTRICT COURT

CASE NUMBER: CR-2047-15-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$325.00	$175.00	$500.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $500.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.'S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
5/6/2016	Appointment date- received call from court staff. Calender.		0.25
5/10/2016	Obtain copy of State's Motion to Revoke		0.5
5/10/2016	Prepare & file Motion to Set Aside State's Motion to Revoke.		1
5/17/2016	Conference with prosecutor regarding case.		0.75
5/19/2016	Court Appearance. State's Motion to Revoke Dismissed	3.25	
	TOTAL HOURS	3.25	2.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: Juan N. Partida *PRESIDING JUDGE (SIGNATURE)* THE 15th DAY OF November, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): George Valentine Love

PID	1465867	APPOINTMENT DATE	1/15/2016
DEGREE	F3	DISPOSITION DATE	2/5/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-0385-16-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$325.00	$175.00	$500.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $500.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	**$0.00**

SECTION C LIST RELATED CASE NO'S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/15/2016	Appointment date- received call from court staff. Calender.		0.25
1/28/2016	Prepare & file pt motions		0.5
2/10/2016	Rec. & review discovery.		1
2/4/2016	Meeting with prosecutor regarding case.		0.75
2/5/2016	Arraignment hearing. Def. plead guilty.	3.25	
	TOTAL HOURS	**3.25**	**2.5**

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 15th DAY OF November, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Jeremy David Lopez

PID	1395863	APPOINTMENT DATE	3/10/2016
DEGREE	F2	DISPOSITION DATE	7/27/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-1072-16-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/23/2016	Court Appearance. Arraignment hearing.	1	
4/11/2016	Court Appearance. Pre-trial hearing. Case reset.	1	
6/28/2016	Court Appearance. Pre-trial hearing. Case reset.	1	
7/27/2016	Court Appearance. Case dismissed.	1	
	TOTAL HOURS	4	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)*

THE 15th DAY OF November, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
Ricardo Garza			
PID	143970	APPOINTMENT DATE	11/5/2016
DEGREE	FS	DISPOSITION DATE	6/3/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-1695-16-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$225.00	$175.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ ____ TOTAL $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
		TOTAL	**$0.00**

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
5/10/2016	Prepare & file pt motions.		0.5
5/26/2016	Rec. & review discovery.		1
5/27/2016	Meeting with prosecutor.		1
6/3/2016	Arraignment hearing. Def. plead guilty.	2.25	
	TOTAL HOURS	**2.25**	**2.5**

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS

215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ *PRESIDING JUDGE (SIGNATURE)*

THE 17th DAY OF November, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Cruz Manuel Zuniga

PID	50346659	APPOINTMENT DATE	6/15/2016
DEGREE	FS	DISPOSITION DATE	6/29/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 389TH DISTRICT COURT

CASE NUMBER: CR-3571-13-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON TRIAL FEES			$0.00
TRIAL FEES	$500.00	$0.00	$500.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $500.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
6/15/2016	Court Appearance. Motion to Revoke. Atty appointed.	1	
6/23/2016	Court Appearance. Pre-trial Hearing. Extended to date of trial.	1	
6/27/2016	Court Appearance. PTTM. Case set for plea.	1	
6/29/2016	Court Appearance. Def. plead. MTR Granted. Def. sentenced.	2	
	TOTAL HOURS	5	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 15 DAY OF December, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Marco Antonio Villareal, Jr.

PID	1221201	APPOINTMENT DATE	2/10/2016
DEGREE	F3	DISPOSITION DATE	2/29/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 389TH DISTRICT COURT

CASE NUMBER: CR-2489-15-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO'S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
2/10/2016	Arraignement hearing. Atty appointed.	1	
2/25/2016	Pre-trial hearing. Extended to date of trial.	1	
2/29/2016	PTTM. Def. plead guilty.	2	
	TOTAL HOURS	4	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 15 DAY OF December 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

Alberto Giron

PID	1468375	APPOINTMENT DATE	3/14/2016
DEGREE	F2	DISPOSITION DATE	5/16/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 398TH DISTRICT COURT

CASE NUMBER: CR-1282-16-I

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ — TOTAL $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S — SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
4/12/2016	Court Appearance. Arraignment hearing.	1	
4/21/2016	Court Appearance. Pre-trial hearing. Reset for later date.	1	
5/5/2016	Court Appearance. Pre-trial hearing. Reset for later date.	1	
5/19/2016	Court Appearance. Pre- trial hearing. Def. plead guilty.	1	
	TOTAL HOURS	4	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS

215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 16th DAY OF November, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Leonela Lozoya

PID	1469357	APPOINTMENT DATE	5/2/2016
DEGREE	F3	DISPOSITION DATE	6/20/2016

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 398TH DISTRICT COURT

CASE NUMBER: CR-2013-16-I

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
6/7/2016	Court Appearance- Arraignment	2	
6/20/2016	Court Appearance- Def. plead guilty	2	
	TOTAL HOURS	4	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	956.316.3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Rafael Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: Rita Salinas Hall *PRESIDING JUDGE (SIGNATURE)* THE 10th DAY OF November, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

AI-57530 **Executive Office** **11. D.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement MoneyGram from Luis Hernandez in the amount of $265.25 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 09/17/16
Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

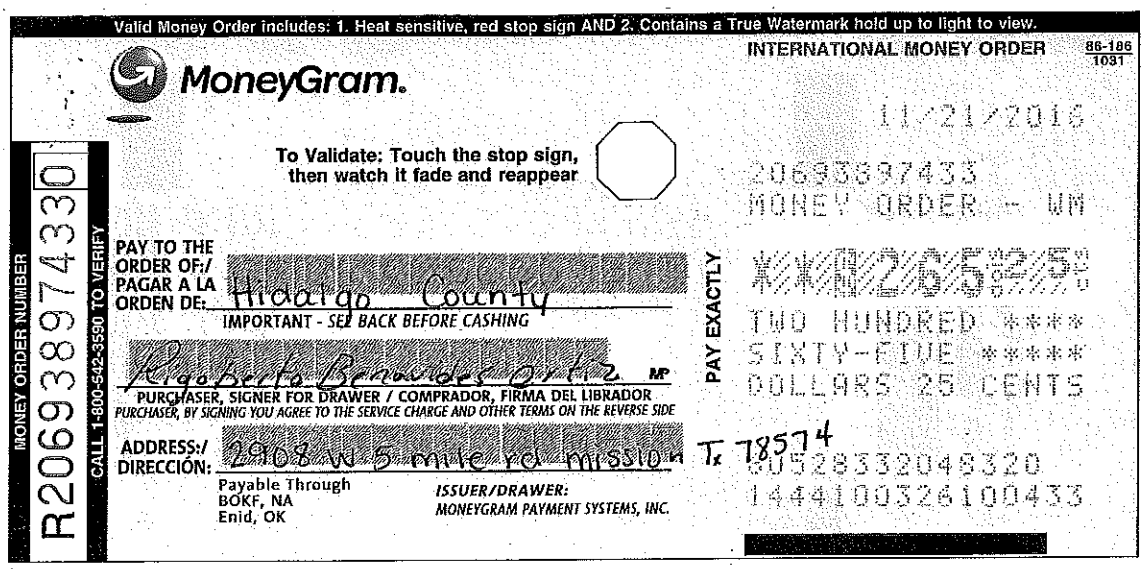
Money Order #R206938974330

Attachments

Luis Hernandez Settlement MoneyGram

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 03:26 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Aida Alvarez		Started On: 11/30/2016 02:58 PM
Final Approval Date: 12/02/2016		



Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

MoneyGram.

INTERNATIONAL MONEY ORDER 86-186 1031

11/21/2016

20693897433

MONEY ORDER - WM

To Validate: Touch the stop sign, then watch it fade and reappear

MONEY ORDER NUMBER R20693897433 0

CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF:/ PAGAR A LA ORDEN DE: Hidalgo County

IMPORTANT - SEE BACK BEFORE CASHING

Rigoberto Benavides Ortiz MP

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:/ DIRECCIÓN: 2908 W 5 mile rd mission TX 78574

Payable Through BOKF, NA Enid, OK

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

$**200.25

TWO HUNDRED ****

SIXTY-FIVE *****

DOLLARS 25 CENTS

905283320483320

14441003261004 33

MoneyGram.

R20693897433 0

DETACH HERE

11/21/2016

100 RECIBO $200.25 90

905283320483320

EMPLOYEE

698 (12/12) 500/5000 M 75956-W

KEEP A COPY OF THIS STUB FOR YOUR RECORDS/ MANTENGA UNA COPIA DE ESTE RECIBO PARA SUS ARCHIVOS

MONEYGRAM PAYMENT SYSTEMS, INC. DRAWER P.O. BOX 9476 MINNEAPOLIS, MN 55480

PLEASE READ REVERSE SIDE www.moneygram.com/moneyorder DATE/AMOUNT

⑆103101864⑆ 20693897433⑈ 90

motor pool

COLLISION MASTERS
2510 WEST EXPRESSWAY 83
MISSION, TX 78572
PHONE:(956)519-8414 FAX:(956)580-2244
"WE DO THE BODY GOOD"

727

***** PRELIMINARY ESTIMATE *****

09/21/2016 08:44 AM

Owner

Owner: UNIT 727

Inspection

Inspection Date: 09/21/2016 08:44 AM
Primary Impact: Right Rear Corner
Inspection Type:
Secondary Impact:

Company: COLLISION MASTERS, INC.
Contact: CRUZ GARCIA / or O SHANNON BARBO
Address: 11700 N ROOTH RD
City State Zip: EDINBURG, TX 78572
Email: CRUZGARCIA88@YAHOO.COM/ sbarbo.collisionmasters@gmail.com

Appraiser License # :
Work/Day: (956)380-3368
Cell: (956)205-3541
FAX: (956)380-0822

Repairer

Repairer: COLLISION MASTERS INC.
Address: 11700 N. ROOTH RD
City State Zip: EDINBURG, TX 78574
Email: sbarbo.collisionmasters@gmail.com

Contact:
Work/Day: (956)380-3368
FAX: (956)380-0822
FAX: (956)380-0822

Vehicle

2016 Chevrolet Tahoe Police 4 DR Wagon
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

VIN: 1GNLCDEC7GR258303
Mileage Type: Actual
Code: U7434D
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Auxiliary Audio Input	Camper/Towing Package	Cargo Lamp
Cargo Organizer	Cargo/Trunk Net	Cruise Control
Daytime Running Lights	Driver Information Sys	Dual Airbags
Dual Zone Auto A/C	Extra HD Alternator	Full Size Spare Tire
Halogen Headlights	Head Airbags	Heated Power Mirrors
Heavy Duty Battery	Heavy Duty Cooling	Hi-Flow Air Cleaner
In-Vehicle WiFi	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Locking Differential	MP3 Decoder
OnStar System	Power Brakes	Power Door Locks

Power Drivers Seat	Power Steering	Power Windows
Privacy Glass	Pwr Accessory Outlet(s)	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Reverse Sensing System	Side Airbags	Skid Plates
Split Folding Rear Seat	Split Front Bench Seat	Stability Cntrl Suspensn
Steel Wheels	Strg Wheel Radio Control	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trailer Hitch	USB Audio Input(s)
Velour/Cloth Seats	Wireless Audio Streaming	Wireless Phone Connect

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Body, Lamps And Floor Pan										
1		1224		Brkt,Taillamp RT	R & I Assembly	INC				SM
2	E	534		Taillamp Assembly RT	23476138 GM Part	$161.25*			1.6*	SM
Manual Entries										
3	RI			LOOSEN RR BUMPER COVER	R & I Assembly				1.0*	SM*
3	Items									

Estimate Total & Entries

Gross Parts	$161.25	
Parts & Material Total		$161.25

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$40.00	2.6		2.6	$104.00
Mech/Elec (ME)	$40.00				
Frame (FR)	$40.00				
Refinish (RF)	$40.00				

Labor Total	2.6 Hours	$104.00
Gross Total		**$265.25**
Net Total		**$265.25**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78572 Audatex Host

Audatex Estimating 7.0.712 ES 09/21/2016 08:49 AM REL 7.0.712 DT 08/01/2016
Copyright (C) 2016 Audatex North America, Inc.

Op Codes

* = User-Entered Value E = Replace OEM NG = Replace NAGS

AI-57494 **Health & Human Services Dept.** **12. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and update on ZIKA surveillance, prevention, intervention and medical updates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 09:58 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Mike Escaname Started On: 11/29/2016 08:49 AM

Final Approval Date: 12/02/2016

AI-57384 **Health & Human Services Dept.** **12. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion of proposed 2017 - 2018 Hidalgo County Health Care Plan.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 08:06 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Dairen Sarmiento Started On: 11/15/2016 04:03 PM

Final Approval Date: 12/02/2016

AI-57616 **Health & Human Services Dept.** **12. C.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to provide letter to Texas A&M Agrilife in support of their grant application to CDC pertaining to ZIKA research.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 02:13 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Mike Escaname		Started On: 12/02/2016 02:04 PM
Final Approval Date: 12/02/2016		

Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

December 6, 2016

Gabriel L. Hamer
Assistant Professor
Department of Entomology
Texas A&M University
TAMU 2475
College Station, TX 77843-2475
Phone: 979-862-4067

Dear Gabriel:

As the Chief Administrative Officer of Hidalgo County Health and Human Services, I am pleased to write this letter of enthusiastic support for your application to the CDC BAA entitled "Dispersal, larval habitat source, and efficacy of intervention using autodissemination on *Aedes aegypti* and *Aedes albopictus* in South Texas." This proposal represents an excellent opportunity for us to extend our existing partnership between Hidalgo County and Texas A&M AgriLife Research. Our current memorandum of understanding is focused on information exchange as we respond to the enhanced surveillance and management of mosquito-borne virus emergence such as Zika virus.

This new line of your proposed research in this CDC application represents a series of detailed studies to learn more about the basic biology of *Aedes aegypti* movement behavior and which aquatic habitat types are responsible for producing the majority of the adult mosquitoes. The information gathered through these studies will be of immediate value to our operational program by improving the precision and efficiency of our existing mosquito abatement activities. Additionally, your evaluation of the autodissemination stations to reduce mosquito populations will be an opportunity to see how this technique works in our own community and will inform our decisions on which control tools we should use in the future.

We look forward to working with the Texas A&M AgriLife Research on this proposed research and we appreciate the CDC's efforts to fund critical research given the threat of Zika virus which is now circulating in the Lower Rio Grande Valley.

Sincerely,

Eddie Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services

AI-57623 **Health & Human Services Dept.** **12. D.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Infectious Disease Control Unit / SUREB grant contract amendment #2016-003832-01. The purpose of the amendment is to add an additional $6,355.00.
2. Requesting approval for County Judge to e-sign the grant contract amendment.
3. Requesting approval of the Certification of Revenue in the amount of $6,355.00.
4. Requesting approval of the budget appropriation in the amount of $6,355.00.

BACKGROUND

08/18/2015 - AI-50891 - Acceptance of IDCU/SUREB grant contract.
06/23/2015 - AI-50067 - Approval to submit grant application; Original award amount requested was reduced. This amendment is to restore part of the amount that was reduced.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-065-6-XXX

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

BUDGETARY IMPACT:

Increase grant budget by $6,355.00.

Attachments

Amendment
Budget Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 02:58 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Mike Escaname		Started On: 12/02/2016 02:19 PM
Final Approval Date: 12/02/2016		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003832-01

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 $137,525.00.

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 09/01/2015 and ends on 08/31/2017. 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: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities

7. Statement of Work:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions listed in 25 TAC §97.3. Contractor will assign the Epidemiologist funded by this contract to be responsible for all notifiable conditions, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

Contractor will provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

Contractor will 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 must, as directed by DSHS:

1. Retain an Epidemiologist primarily dedicated to notifiable conditions surveillance and epidemiology activities, including infectious disease preparedness and outbreak response activities and investigations. The Epidemiologist must have qualifications in epidemiology and public health infectious disease surveillance and epidemiology, preferably with a Masters of Public Health (MPH) degree or at least two (2) years working experience as an Epidemiologist to perform and track the following deliverables;

2. Assign this Epidemiologist to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training;

3. Respond to all disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;

4. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

5. Complete all Surveillance and Case Investigation activities relevant to the disease as outlined in The Emerging and Acute Infectious Disease Guidelines (available at http://www.dshs.state.tx.us/idcu);

6. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;

7. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;

8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions and outbreak cases correctly and completely within thirty (30) days of initial report to public health in National Electronic Disease Surveillance System (NEDSS) in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance;

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in 25 TAC §97.3 and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

11. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

12. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

DSHS shall:

1. Host the Epidemiology and Laboratory Capacity Epidemiology Workshop to provide training;

2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential; and

3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

Contractor must comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guidelines(s), Contractor must inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor must not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor must make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

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 Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after sixty (60) days may result

in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. Link for CFPM manual: http://www.dshs.state.tx.us/contracts/cfpm.shtm.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor must:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

2. Attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by EAIDB or other EAIDB-approved substitute training.

3. Participate in monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;

4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions listed in 25 TAC §97.3 for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

6. Administer and complete questionnaires within five (5) business days with at least seventy-five (75%) percent completion rate. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed questionnaire;

7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

8. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification within thirty (30) days of hire;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions cases correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance/

10. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2015. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to EAIDBcontracts@dshs.state.tx.us. All reports should be clearly identified with the Contractor Name, Contract Number, IDCU/SUREB, and the month of the report;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

12. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

13. Monitor the foodborne illness or any other surveillance kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00027

DCPS FY16 IDCU SUREB NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE, STATE, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Progress Report	Monthly	09/01/2015	09/30/2015	10/15/2015
Progress Report	Monthly	10/01/2015	10/31/2015	11/16/2015
Progress Report	Monthly	11/01/2015	11/30/2015	12/15/2015
Progress Report	Monthly	12/01/2015	12/31/2015	01/15/2016
Progress Report	Monthly	01/01/2016	01/31/2016	02/15/2016
Progress Report	Monthly	02/01/2016	02/29/2016	03/15/2016
Progress Report	Monthly	03/01/2016	03/31/2016	04/15/2016
Progress Report	Monthly	04/01/2016	04/30/2016	05/16/2016
Progress Report	Monthly	05/01/2016	05/31/2016	06/15/2016
Progress Report	Monthly	06/01/2016	06/30/2016	07/15/2016
Progress Report	Monthly	07/01/2016	07/31/2016	08/15/2016
Progress Report	Monthly	08/01/2016	08/31/2016	09/15/2016
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	09/30/2016
Progress Report	Monthly	09/01/2016	09/30/2016	10/17/2016
Progress Report	Monthly	10/01/2016	10/31/2016	11/15/2016
Progress Report	Monthly	11/01/2016	11/30/2016	12/15/2016
Progress Report	Monthly	12/01/2016	12/31/2016	01/16/2017
Progress Report	Monthly	01/01/2017	01/31/2017	02/15/2017
Progress Report	Monthly	02/01/2017	02/28/2017	03/15/2017
Progress Report	Monthly	03/01/2017	03/31/2017	04/17/2017
Progress Report	Monthly	04/01/2017	04/30/2017	05/15/2017
Progress Report	Monthly	05/01/2017	05/31/2017	06/15/2017
Progress Report	Monthly	06/01/2017	06/30/2017	07/17/2017
Progress Report	Monthly	07/01/2017	07/31/2017	08/15/2017
Progress Report	Monthly	08/01/2017	08/31/2017	09/15/2017
Financial Status Report	Quarterly	09/01/2016	11/30/2016	01/02/2017
Financial Status Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report	Quarterly	06/01/2017	08/31/2017	10/16/2017

Submission Instructions:

Performance Measure Reports should be sent by electronic mail to EAIDB@dshs.state.tx.us.

Financial Status Reports can be faxed to the Claims Processing Unit at (512) 776-7442 or to the email address at invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE XIV, GENERAL TERMS, Section 14.12 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)	2016-003832-01
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
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,

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 78756-4204 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 Program ID: IDCU/SUREB

Contract Number: 2016-003832-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$99,855.00	$0.00	$0.00	$99,855.00
Fringe Benefits	$31,315.00	$0.00	$0.00	$31,315.00
Travel	$5,386.00	$0.00	$0.00	$5,386.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$969.00	$0.00	$0.00	$969.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$137,525.00	$0.00	$0.00	$137,525.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$137,525.00	$0.00	$0.00	$137,525.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2016-003832-01

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.

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

08/21/2015

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	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	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?

[X] 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 [X] 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?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

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
Ramon Garcia	08/21/2015

DATE: December 6, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-065-6-XXX IDCU/EBOLA

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
TRAVEL		
6-1293-441-00-340-065-6-581	IDCU/EBOLA- In County Employee Travel	$ 1,080.00
6-1293-441-00-340-065-6-583	IDCU/EBOLA- Out-Of-County Employee Travel	$ 4,306.00
SUPPLIES		
6-1293-441-00-340-065-6-610	IDCU/EBOLA- General Supplies	$ 969.00
	TOTAL APPROPRIATION	$ 6,355.00
6-1293-334-10-340-065-6-000	IDCU/EBOLA- Grant Revenue	$ 6,355.00
	TOTAL APPROPRIATION	$ 6,355.00

REASON: To appropriate the Infectious Disease Control / EBOLA Amendment amount.

DEPARTMENT HEAD SIGNATURE

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

December 2, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, 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 commissioner's 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
$ 6,355.00	Award No. 2016-003832-01 Infectious Disease Control Unit/Surveillance and Epidemiology Activities Ebola Activities

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/6/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINOLETERRY 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-57623 **Health & Human Services Dept.** **20. D.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Infectious Disease Control Unit / SUREB grant contract amendment #2016-003832-01. The purpose of the amendment is to add an additional $6,355.00.
2. Requesting approval for County Judge to e-sign the grant contract amendment.
3. Requesting approval of the Certification of Revenue in the amount of $6,355.00.
4. Requesting approval of the budget appropriation in the amount of $6,355.00.

BACKGROUND

08/18/2015 - AI-50891 - Acceptance of IDCU/SUREB grant contract.
06/23/2015 - AI-50067 - Approval to submit grant application; Original award amount requested was reduced. This amendment is to restore part of the amount that was reduced.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-065-6-XXX

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

BUDGETARY IMPACT:

Increase grant budget by $6,355.00.

Attachments

Amendment
Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 02:58 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 12/02/2016 02:19 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Friday, December 02, 2016 2:50 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - IDCU/SUREB #2016-003832-01 - $6,355.00
Attachments: 2016-003832-00 IDCU - SUREB Amendment 120616.pdf

Minerva,

We just received an Amendment for our IDCU/SUREB grant (F-1293, Program 065).

I'd appreciate if you can arrange for a Certification of Revenue in the amount of $6,355.00.

We will present this to CC next Tuesday, 12/06/16.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: December 6, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-065-6-XXX IDCU/EBOLA

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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	TOTAL APPROPRIATION	$ 6,355.00
6-1293-334-10-340-065-6-000	IDCU/EBOLA- Grant Revenue	$ 6,355.00
	TOTAL APPROPRIATION	$ 6,355.00

REASON: To appropriate the Infectious Disease Control / EBOLA Amendment amount.

DEPARTMENT HEAD SIGNATURE

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003832-01

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 $137,525.00.

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 09/01/2015 and ends on 08/31/2017. 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: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities

7. Statement of Work:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions listed in 25 TAC §97.3. Contractor will assign the Epidemiologist funded by this contract to be responsible for all notifiable conditions, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

Contractor will provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

Contractor will 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 must, as directed by DSHS:

1. Retain an Epidemiologist primarily dedicated to notifiable conditions surveillance and epidemiology activities, including infectious disease preparedness and outbreak response activities and investigations. The Epidemiologist must have qualifications in epidemiology and public health infectious disease surveillance and epidemiology, preferably with a Masters of Public Health (MPH) degree or at least two (2) years working experience as an Epidemiologist to perform and track the following deliverables;

2. Assign this Epidemiologist to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training;

3. Respond to all disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;

4. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

5. Complete all Surveillance and Case Investigation activities relevant to the disease as outlined in The Emerging and Acute Infectious Disease Guidelines (available at http://www.dshs.state.tx.us/idcu);

6. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;

7. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;

8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions and outbreak cases correctly and completely within thirty (30) days of initial report to public health in National Electronic Disease Surveillance System (NEDSS) in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance;

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in 25 TAC §97.3 and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

11. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

12. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

DSHS shall:

1. Host the Epidemiology and Laboratory Capacity Epidemiology Workshop to provide training;

2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential; and

3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

Contractor must comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guidelines(s), Contractor must inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor must not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor must make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

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 Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after sixty (60) days may result

in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. Link for CFPM manual: http://www.dshs.state.tx.us/contracts/cfpm.shtm.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor must:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

2. Attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by EAIDB or other EAIDB-approved substitute training.

3. Participate in monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;

4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions listed in 25 TAC §97.3 for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

6. Administer and complete questionnaires within five (5) business days with at least seventy-five (75%) percent completion rate. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed questionnaire;

7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

8. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification within thirty (30) days of hire;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions cases correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance/

10. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2015. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to EAIDBcontracts@dshs.state.tx.us. All reports should be clearly identified with the Contractor Name, Contract Number, IDCU/SUREB, and the month of the report;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

12. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

13. Monitor the foodborne illness or any other surveillance kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00027

DCPS FY16 IDCU SUREB NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE, STATE, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Progress Report	Monthly	09/01/2015	09/30/2015	10/15/2015
Progress Report	Monthly	10/01/2015	10/31/2015	11/16/2015
Progress Report	Monthly	11/01/2015	11/30/2015	12/15/2015
Progress Report	Monthly	12/01/2015	12/31/2015	01/15/2016
Progress Report	Monthly	01/01/2016	01/31/2016	02/15/2016
Progress Report	Monthly	02/01/2016	02/29/2016	03/15/2016
Progress Report	Monthly	03/01/2016	03/31/2016	04/15/2016
Progress Report	Monthly	04/01/2016	04/30/2016	05/16/2016
Progress Report	Monthly	05/01/2016	05/31/2016	06/15/2016
Progress Report	Monthly	06/01/2016	06/30/2016	07/15/2016
Progress Report	Monthly	07/01/2016	07/31/2016	08/15/2016
Progress Report	Monthly	08/01/2016	08/31/2016	09/15/2016
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	09/30/2016
Progress Report	Monthly	09/01/2016	09/30/2016	10/17/2016
Progress Report	Monthly	10/01/2016	10/31/2016	11/15/2016
Progress Report	Monthly	11/01/2016	11/30/2016	12/15/2016
Progress Report	Monthly	12/01/2016	12/31/2016	01/16/2017
Progress Report	Monthly	01/01/2017	01/31/2017	02/15/2017
Progress Report	Monthly	02/01/2017	02/28/2017	03/15/2017
Progress Report	Monthly	03/01/2017	03/31/2017	04/17/2017
Progress Report	Monthly	04/01/2017	04/30/2017	05/15/2017
Progress Report	Monthly	05/01/2017	05/31/2017	06/15/2017
Progress Report	Monthly	06/01/2017	06/30/2017	07/17/2017
Progress Report	Monthly	07/01/2017	07/31/2017	08/15/2017
Progress Report	Monthly	08/01/2017	08/31/2017	09/15/2017
Financial Status Report	Quarterly	09/01/2016	11/30/2016	01/02/2017
Financial Status Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report	Quarterly	06/01/2017	08/31/2017	10/16/2017

Submission Instructions:

Performance Measure Reports should be sent by electronic mail to EAIDB@dshs.state.tx.us.

Financial Status Reports can be faxed to the Claims Processing Unit at (512) 776-7442 or to the email address at invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE XIV, GENERAL TERMS, Section 14.12 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)	2016-003832-01
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
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,

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 78756-4204 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

Program ID: IDCU/SUREB

Contract Number: 2016-003832-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$99,855.00	$0.00	$0.00	$99,855.00
Fringe Benefits	$31,315.00	$0.00	$0.00	$31,315.00
Travel	$5,386.00	$0.00	$0.00	$5,386.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$969.00	$0.00	$0.00	$969.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$137,525.00	$0.00	$0.00	$137,525.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$137,525.00	$0.00	$0.00	$137,525.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2016-003832-01

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.

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

08/21/2015

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	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	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?

[X] 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 [X] 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?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

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
Ramon Garcia	08/21/2015

AI-57386 **Health & Human Services Dept.** **12. E.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and approval of Memorandum of Understanding between The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) Coalition and Hidalgo County Health & Human Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. No local match required.

Attachments

legal

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2016 11:04 AM
Final Approval	Monica Badillo	12/02/2016 05:18 PM

Form Started By: Dairen Sarmiento Started On: 11/16/2016 08:33 AM

Final Approval Date: 12/02/2016

Dairen Sarmiento

From: Victor Garza <victor.garza@da.co.hidalgo.tx.us>
Sent: Monday, December 05, 2016 11:47 AM
To: Dairen Sarmiento; Eduardo Olivarez
Subject: UNIDAD
Attachments: unidad.countyofhidalgo.mou.doc

Ms. Sarmiento,

attached please find final draft of proposed UNIDAD MOU. Our office approves as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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Tobacco Prevention & Control Coalition

★ A HIDALGO COUNTY COALITION EFFORT ★
OF BEHAVIORAL HEALTH SOLUTIONS OF SOUTH TEXAS

www.unidadtpcc.org

Martin Castañeda, Chair

Miki McCarthy, Vice-Chair

Ricardo Contreras, Secretary

Gilda Bowen, LMSW Treasurer

5510 N. Cage Blvd., Ste. F
Pharr, TX 78577
Phone: (956) 787-0004 Ext. 18
Fax: (956) 781-2233

Memorandum of Understanding

The Uniting Neighbors In Drug Abuse Defense Tobacco Prevention & Control (TPC) Coalition, hereinafter referred to as "UNIDAD TPC" and the County of Hidalgo, by and through the Hidalgo County Health & Human Services (Tx. Healthy Communities Grant), herein after referred to as "COUNTY", agrees to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on tobacco prevention and control providing community-planned, evidence-based comprehensive tobacco prevention and control activities. The UNIDAD TPC Coalition's goal is to educate the communities with expectations to reduce tobacco use, secondhand smoke exposure, and related health disparities among youth and adults.

Our commitment to this collaboration will consist of the following:

1. UNIDAD TPC Coalition Staff will coordinate with UNIDAD TPC Coalition members to conduct monthly coalition meetings; notify members in advance of coalition meeting schedules;

2. UNIDAD TPC Coalition Staff will coordinate and provide training specific to coalition functions and focus;

3. COUNTY agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful tobacco prevention and control activities are rendered. Participation will include:

    a. Attending meetings related to sub-committee involvement
    b. Provide assistance with media and education efforts

4. The UNIDAD TPC Coalition Staff and COUNTY shall cooperate by:

    - Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
    - Offer networking assistance to strengthen prevention efforts in our community.
    - Refer individuals and/or agencies to each other for presentations and applicable resources.

5. All UNIDAD TPC staff and COUNTY staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2). UNIDAD TPC and COUNTY shall agree to execute any and all necessary documents which may be supplemental to the terms of this Agreement and to take all additional actions, including endorsing any and all documents which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. Funding for these services is provided by a grant from the Texas Department of State Health Services and no other fees or cost will be incurred by COUNTY.

7. This collaborative agreement shall remain in effect from December 6, 2016 through December 6, 2017 and may be amended by written agreement between the parties. This agreement may be terminated by either party without cause upon thirty (30) days written notice.

Ramon Garcia_____ _____
(Printed Name) Date

TITLE:

Hidalgo County Judge_____

_____
SIGNATURE

_____ _____
Martin V. Castaneda, Coalition Chair Date
UNIDAD Tobacco Prevention & Control Coalition

AI-57399 **Health & Human Services Dept.** **12. F.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

BACKGROUND

09/27/2011 - AI-28729 - Creation of the Hidalgo County Health & Human Services Drug & Alcohol Abuse Advisory Commission.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Chp 465

12F

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/16/2016 03:41 PM
Final Approval	Monica Badillo	12/02/2016 05:18 PM

Form Started By: Mike Escaname Started On: 11/16/2016 02:38 PM

Final Approval Date: 12/02/2016

HEALTH AND SAFETY CODE

TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES

SUBTITLE B. ALCOHOL AND SUBSTANCE ABUSE PROGRAMS

CHAPTER 465. LOCAL DRUG AND ALCOHOL EDUCATION PROGRAMS

Sec. 465.001. COMMISSION. A municipality or county may create and support with public funds a commission to:

(1) educate the public on drug and alcohol abuse;

(2) promote drug and alcohol education at all levels of the schools;

(3) study the effectiveness of efforts, including the commission's efforts, in reducing drug and alcohol abuse; and

(4) create and administer a program to counsel or treat drug and alcohol abusers or to provide both counseling and treatment.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.002. INDIVIDUAL OR JOINT ACTION. The municipality or county may create the commission by its own action or jointly by agreement with another municipality or county or a private foundation, nonprofit organization, church, or other entity. If the commission is created by agreement, all matters regarding the creation and operation of the commission are governed as provided by the agreement.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.003. REPORT. The commission shall report annually to each entity that participates in the creation of the commission regarding the commission's activities.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

12F

John Austin Pena Memorial Center

2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Psy	5	1	2	6	7	5	3	4	3	3	3	0	42
MD	9	22	4	7	10	11	4	5	18	11	6	0	107
NP	0	0	56	68	43	31	29	27	23	72	32	0	381
SW	116	173	172	216	183	151	111	117	119	158	122	0	1638
HE	45	91	86	71	55	50	0	0	36	66	63	0	563
EX	0	10	57	52	50	42	0	0	0	0	0	0	211
ET	44	86	111	116	80	93	61	52	69	85	76	0	873
PHARM	0	0	0	0	0	0	0	0	0	0	0	0	0
ST	0	0	1	1	0	2	0	0	0	0	0	0	4
VT	0	1	0	0	0	0	0	0	0	0	0	0	1
GED	220	200	155	129	129	22	57	185	97	110	76	0	1380
Back to school Prep: Wellness and Readiness Camp	0	0	0	0	0	0	0	23	0	0	0	0	23
Weslaco Boot Camp (Juvenile Justice)	64	56	63	66	57	72	31	90	78	89	0	0	666
Nutrition Group (Parents)	0	0	0	0	0	0	0	0	0	0	1	0	1
Parent Group	8	4	14	33	18	14	14	15	18	8	4	0	150
	511	644	721	765	632	493	310	518	461	602	383	0	6040

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Pharm D Reviewed	0	8	35	25	22	11	13	16	12	25	0	0	167
IPCT	9	21	40	25	22	18	15	16	10	12	11	0	199
Placement Transition Program	0	0	0	33	16	14	16	15	18	9	7	0	128
Girls Group	0	0	7	0	0	0	0	0	1	1	0	0	9
Nutrition Group	0	0	0	0	0	0	0	0	0	0	6	0	6
Boys Group	0	0	1	0	0	0	0	0	0	0	0	0	1
These have been counted individually under SW just wanted to give a clearer picture of how many attend each group monthly													

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Psy	8	18	10	6
MD	35	28	27	17
NP	56	142	79	104
SW	461	550	347	280
HE	222	176	36	129
EX	67	144	0	0
ET	241	289	182	161
PHARM	0	0	0	0
Pharm D Reviewed	43	58	41	25
ST	1	3	0	0
VT	1	0	0	0
GED	575	280	339	186
Parent Group	26	65	47	12
IPCT	70	65	41	23
Weslaco Boot Camp (Juvenile Justice)	183	195	199	89
Back to school Prep: Wellness and Readiness Camp	0	0	23	0
Placement Transition Program	0	63	49	16
Nutrition Group (Parents)	0	0	0	1
Nutrition Group	0	0	0	6
Girls Group	7	7	1	1
Boys Group	1	0	0	0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
New Monthly Referrals	24	43	44	46	15	17	16	22	14	13	18		272

Date	Scheduled	No Show	Rescheduled	Cancelled	Seen
11/1/2016	15	4	2	0	9
11/2/2016	20	13	2	0	5
11/3/2016	27	13	2	0	12
11/4/2016	9	4	2	0	3
11/7/2016	22	14	2	0	6
11/8/2016	18	3	2	0	13
11/9/2016	18	9	4	0	5
11/10/2016	18	5	4	1	8
11/11/2016	24	11	9	1	3
11/14/2016	27	12	5	2	8
11/15/2016	19	11	3	0	5
11/16/2016	19	3	2	0	14
11/17/2016	21	4	7	0	10
11/18/2016	8	4	2	0	2
11/21/2016	33	15	3	1	14
11/22/2016	18	6	5	0	7
11/23/2016	18	13	3	0	2
11/28/2016					0
11/29/2016					0
11/30/2016					0
	334	144	59	5	126
		208			

Show Up Rate	38%
NoShow/Reschedule/Cancel Rate	62%

55%

AI-57495 **Health & Human Services Dept.** **12. G.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between Hidalgo County and Texas A & M Agrilife Research. The purpose is to collaborate and share information intended to improve the health, safety and welfare of the citizens of Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

MOU

Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 09:58 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Mike Escaname Started On: 11/29/2016 09:10 AM

Final Approval Date: 12/02/2016

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO COUNTY
AND
TEXAS A&M AGRILIFE RESEARCH

This Memorandum of Understanding ("MOU") is made by and between **HIDALGO COUNTY, TEXAS,** by and through its Department of Health and Human Services **(**hereinafter referred to as "**County**") and **TEXAS A&M AGRILIFE RESEARCH (**hereinafter referred to as **"AgriLife**"), a member of the Texas A&M University System and an agency of the State of Texas.

WHEREAS, County, a political subdivision located in the State of Texas, and AgriLife, an agency of the State of Texas which conducts research in agriculture, natural resources and life science, desire to enter into this MOU to collaborate and share information intended to improve the health, safety and welfare of the citizens of Hidalgo County, Texas; and

WHEREAS, the responsibilities set out herein are functions and/or services which each of the parties hereto have independent authority to perform and/or are functions and services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU;

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

I. Scope & Responsibilities of the Parties

County directly coordinates the mosquito-borne virus patients from Hidalgo County, and therefore maintains data regarding human arboviral diseases occurring in the County. AgriLife is conducting a mosquito-borne virus research program. The parties believe that collaborating together regarding mosquito-borne viruses will benefit the citizens of the County. Accordingly, the parties intend to collaborate as described below:

1. <u>Biosurveillance of mosquito-borne viruses</u>:

AgriLife desires to collect, identify, and screen mosquitoes for the presence of viruses such as Zika, Dengue, Chikungunya, and others. The rapid results of mosquito processing and testing will benefit the mission of the County's Department of Health and Human Services by:

a. providing mosquito species composition in different communities; and
b. providing evidence of local transmission of viruses in mosquitoes.

2. <u>Social and ecological factors of mosquito-borne virus transmission</u>:

AgriLife will work in several communities and gain permission from the homeowners (Approved IRB2016-0494) to collect mosquitoes indoors and outdoors. AgriLife will then

conduct questionnaires to allow AgriLife to identify risk factors associated with indoor mosquito feeding and increased human-mosquito contact. This information will benefit the County's Department of Health and Human Services by:

a. providing assessments of environmental receptivity of different communities to viruses such as Zika; and
b. identifying communities with higher risk of mosquito-borne virus transmission.

The research will benefit the residents of the County by increasing the data gathered regarding mosquito-borne virus transmission and thus improving the ability of the Department of Health and Human Services to protect the community from infectious pathogens transmitted by mosquitoes.

Responsibilities of the County:

To the reasonable extent possible, the County agrees to:

1. Provide AgriLife researchers with information on the general location of potential mosquito-borne viruses transmission. Specifically, when individuals are diagnosed with mosquito-borne viruses such as Zika, Dengue, Chikungunya, the County will inform AgriLife researchers of the general region or location of transmission by indicating the nearest street, intersection, block or landmark. Information provided by County will be in accordance with all applicable laws and will not contain any HIPAA protected information.

2. As the County conducts mosquito control, the County will provide AgriLife researchers with the date when and location where the control took place and a description of the type of control method used. AgriLife researchers will use the information to help interpret the results of mosquito abundance.

Responsibilities of AgriLife:

To the reasonable extent possible, AgriLife agrees to:

1. Provide all available resources for the research including personnel, vehicles, traps, laboratory space, and diagnostic capacity to collect, identify, and test mosquitoes for viruses.

2. If and when any diagnostic or positive result is obtained during AgriLife's research indicating the presence of virus(es) in mosquito pools collected in the County, AgriLife will share this information with the County.

This MOU sets forth the intentions of the parties for increased collaboration, cooperation and interaction, but does not create any legally binding commitments with regard to such continued or future collaboration, cooperation and interaction.

II. Financial Responsibilities

There will be no exchange of funds between the parties. Each party will be responsible for its own costs incurred in connection with or relating to this MOU. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel either of the parties to provide more resources than those available, without a separate written agreement or an amendment to this MOU.

III. Term & Termination

The term of the MOU begins on the latest date of the signature dates below and ends three years from such date. The parties may agree to extend the term of the MOU by mutual written agreement.

This MOU may be terminated by either party without cause, by giving thirty (30) days prior written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

IV. Notices

All notices or other writings required under this MOU shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address or to such other address as the parties may later designate in writing:

For County:
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor
Edinburg, TX 78539

For AgriLife:
Texas A&M AgriLife Research
Attn: Administrative Services – Contract Office
2147 TAMU
College Station, TX 77843-2147
Email: contracts@ag.tamu.edu

With a copy to:
Dr. Gabriel Hamer
Assistant Professor
TAMU 2475
College Station, TX 77843-2475
Email: gmaer@tamu.edu

V. Publication

The parties are entitled to use the results of their cooperation for further educational and scientific purposes, including the right to publish any results of the research. Any scientific paper, article, publication, or announcement of advances generated in connection with research done pursuant or related to this MOU shall give proper credit to the efforts of each participating party.

VI. Liability and Immunity

Each party is solely responsible for the actions and omissions of its own employees, officers and agents. The parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The parties do not waive or relinquish any privileges, immunities, or defenses as may be provided by applicable law on behalf of themselves, their respective Systems, Regents, trustees, officers, employees, and agents, as a result of the execution of this MOU and performance of the functions or obligations described herein.

VII. General Provisions

1. Completeness and Modifications. This MOU contains the entire understanding of the parties regarding the collaboration activities under this MOU, and supersedes all other written and oral agreements between the parties regarding such activities. Any modifications or amendments must be in writing and signed by both parties.

2. Assignment. This MOU, with the rights and privileges it creates, is assignable only with written consent of both parties.

3. Force Majeure. Each party shall be excused from any breach of this MOU which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.

4. Independent Contractor Status. This MOU does not create a partnership or joint venture between the parties. A party may bind the other party or otherwise act in any way as the representative of the other party, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of one party are not employees of the other party nor are they entitled or eligible, by reason of this MOU, to participate in any benefits or privileges given or extended by the other party to its employees.

5. Headings. Headings appear solely for convenience of reference. Such headings are not part of this MOU and shall not be used to construe it.

6. Severability. If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. Governing Law. This MOU shall be governed by and constructed in accordance with the laws of the State of Texas.

8. Counterparts. This MOU may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile, or scanned PDF document shall be deemed an original instrument, and all of which, together, shall continue one and the same executed MOU.

Agreed & Accepted:

HIDALGO COUNTY

_____
Ramón Garcia
County Judge
Hidalgo County

TEXAS A&M AGRILIFE RESEARCH

_____
Stephen A. Schulze
Asst. Vice Chancellor for Administration
Texas A&M AgriLife

ATTESTED BY:

_____
Arturo Guajardo, County Clerk

Mike Escaname

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, November 28, 2016 10:26 AM
To: Mike Escaname
Cc: Victor Garza; eddie.olivarez@hchd.org; steven.hinojosa@hchd.org
Subject: Re: Request - Review of MOU - Texas AgriLife Research - Health Dept.

Mike,

I have reviewed the attached MOU with Agrilife and approve as to the form of the agreement.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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AI-57469 **Health & Human Services Dept.** **12. H.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the TB/PC Federal grant contract amendment #2016-001400-01. The purpose of the amendment is to amend certain contractual language, to add the FY 17 award allocation of $437,771.00 and to extend the end of the contract term to December 31, 2017.
2. Requesting approval for County Judge to e-sign the TB/PC Federal contract amendment and related document.
3. Requesting approval of the Certification of Revenue in the amount of $437,771.00.
4. Requesting approval of the budget appropriation in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds.

BACKGROUND

01/05/16 - AI-52757 - Acceptance of TB/PC Federal FY16 grant contract.
05/24/16 - AI-54575 - Approval to submit renewal application for FY 17 award.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-011-7-XXX

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

BUDGETARY IMPACT:

TB Federal Award FY 17 = $437,771.00
Required local match = $87,554.00 (20%)
Local match reserved during budget process; Will be appropriated on 01/01/2017. (7-1100-491-01-000-293-7-891)

Attachments

Budget Appropriation
TB Fed Amendment
Local Match
Salaries & Fringes Projection
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/21/2016 01:15 PM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Mike Escaname		Started On: 11/21/2016 09:26 AM
Final Approval Date: 12/02/2016		

DATE: January 1, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-011-7-XXX TB PREVENTION & CONTROL - FEDERAL

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		
7-1293-441-00-340-011-7-113	TB Prev & Control - Reg F/T Employees	$ 360,279.00
Fringes		
7-1293-441-00-340-011-7-211	TB Prev & Control - Health Insurance	$ 63,966.00
7-1293-441-00-340-011-7-212	TB Prev & Control - Life Insurance	$ 377.00
7-1293-441-00-340-011-7-220	TB Prev & Control - FICA	$ 27,562.00
7-1293-441-00-340-011-7-230	TB Prev & Control - Retirement	$ 40,532.00
7-1293-441-00-340-011-7-250	TB Prev & Control - Unemployment Comp	$ 2,163.00
7-1293-441-00-340-011-7-260	TB Prev & Control - Workers Comp	$ 3,387.00
Travel		
7-1293-441-00-340-011-7-581	TB Prev & Control - In-County Travel	$ 2,430.00
7-1293-441-00-340-011-7-583	TB Prev & Control - Out-Of-County Travel	$ 3,361.00
Supplies		
7-1293-441-00-340-011-7-610	TB Prev & Control - General Supplies	$ 13,768.00
7-1293-441-00-340-011-7-660	TB Prev & Control - Furnishings & Equipment	$ 1,500.00
Other		$ -
7-1293-441-00-340-011-7-339	TB Prev & Control - Other Professional Services	$ 4,500.00
7-1293-441-00-340-011-7-550	TB Prev & Control - Printing & Binding	$ 1,500.00
	TOTAL APPROPRIATION	$ 525,325.00
7-1293-331-12-340-011-7-000	TB Prev & Control - Revenue	$ 437,771.00
7-1293-391-01-000-100-7-000	Transfers In - General Fund (**DO NOT POST**)	$ 87,554.00
7-1100-491-01-000-293-7-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 87,554.00
	TOTAL APPROPRIATION	$ 525,325.00

REASON: To appropriate the TB Prevention & Control - Federal grant award for FY 17.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2016-001400-00 (Contract), which was effective on January 1, 2016. This Contract has been not been amended prior to this Amendment. This Amendment will be denominated as Contract No. 2016-001400-01.

I.The Parties agree to amend Section II of this Contract to add FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS ($437,771.00) to increase the total amount of the Contract not to exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS ($875,542.00). The total amount allocated to Contractor for the period January 1, 2017 through December 31, 2017, will not exceed FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS ($437,771.00).

II.The Parties agree to amend Section IV this Contract to extend the end of the Contract term to December 31, 2017.

III.The Parties agree to amend Section 7 by adding the following:

The Statement of Work establishes parameters in which local health departments (LHDs) will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.
Local health departments will comply with the most current version of the Tuberculosis Work Plan located at http://www.texastb.org/policies and all applicable state laws, regulations, standards and guidelines.
Local health departments will perform the following in accordance with the Tuberculosis Work Plan:

1.Implement a comprehensive TB prevention and control program;

2.Develop and maintain TB policies and procedures;

3.Provide services to evaluate, treat, and monitor clients with suspected or confirmed TB disease;

4.Initiate contact investigations;

5.Provide services to evaluate, treat, and monitor contacts to suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease;

6.Provide treatment services for at-risk persons diagnosed with TB infection;

7.Develop and maintain surveillance mechanism for early identification and reporting of TB;

8.Perform Targeted testing;

9.Submit designated reports by established deadlines and schedules using DSHS-approved mechanisms;

10.Apply appropriate administrative, environmental, and respiratory controls to prevent exposure to and transmission of Mycobacterium tuberculosis;

11.Provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff;

12.Monitor budget expenditures and maintain accurate and concise records;

13.Comply with confidentiality and security standards;

14.Monitor and participate in correctional TB control activities;

15.Perform self-auditing activities to assess clinical care services and reporting practices; and

16.Perform ongoing continuing quality improvement activities to meet Texas performance measures.

IV.The Parties agree to delete in its entirety Section 7. I-A#2, PROVISION OF SERVICES, and replace it with the following:

2. DSHS Tuberculosis Work Plan, http://www.dshs.texas.gov/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=8590001137.

V. The Parties agree to delete in its entirety Section 7. I-A#4, PROVISION OF SERVICES, and replace it with the following:

4. 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://www.cdc.gov/tb/publications/pdf/1376.

VI.The Parties agree to amend Section 7.I-B, USE OF FUNDS, by adding the following:

Contractor's budget will include costs to cover:
1. Patient transportation, i.e. ambulance services as needed.

VII.The Parties agree to delete Section 7.I-C, CONDUCT SURVEILLANCE, in its entirety and replace it with the following:

Contractor will:
1. Contact providers that deliver TB care to at-risk populations within Contractor's service area to obtain data of unreported cases (refer to TB Work Plan);

2. Submit Surveillance Quality Assurance Template via the Public Health Information Network (PHIN) to the Surveillance Branch (refer to TB Work Plan); and

3. Identify high risk groups and congregate settings for which testing for TB infection (TBI) and disease are justified. The goal for target testing is to identify, evaluate, and treat persons who are at high risk for TB infection or at high risk for developing TB disease, once infected with M. tuberculosis (refer to TB Work Plan).

VIII.The Parties agree to delete Section 7.I-D REPORTING in its entirety and replace it with the following:

Contractor will:
1. Provide a complete and accurate Annual Progress Report covering the period from January to December for calendar year 2015 and 2016, in the format provided by DSHS, demonstrating compliance with requirements of the contract during that time period. The report will include, but not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 & 17 Performance

Measures).
The Contractor's Annual Progress Report will not be combined with another Contractor's or health service region's Annual Progress Report. The FY 16 report is due March 15, 2016 and the FY 17 report is due March 15, 2017, and will be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us (refer to TB Work Plan). Any individual-level patient data must be sent via the PHIN. Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS health service region, the deadline for submission to the TB Branch remains unchanged;

2.Ensure designated reports for Cases, Suspects and Contact Investigations are submitted by established deadlines and schedules using DSHS-approved mechanisms (refer to TB Work Plan);

3.Submit monthly correctional TB screening reports from those jails and community corrections under Texas Health and Safety Code Chapter 89 Requirements (refer to TB Work Plan);

4. Submit completed Cohort Review documents for the appropriate cohort year and quarter to the TB Branch via the PHIN (refer to TB Work Plan);

5. Submit completed Incident Report(s) and weekly written updates for media sensitive situations and or large contact investigations (= 50 contacts, or in a school = 25 contacts) to the TB Branch via PHIN (refer to TB Work Plan);

6. Conduct Division of Global Migration and Quarantine (DGMQ) airline contact investigations and report to the TB Branch (refer to TB Work Plan); and

7. Submit a Report of Adverse Drug Reaction to the TB Branch Nurse Case Manager Consultant (or designee), if a TB Suspect or Case dies or is hospitalized due to an adverse drug reaction (refer to TB Work Plan).

IX.The Parties agree to add in Section 7. I-E, MAINTAIN A COMPETENT WORKFORCE, the following:

By October 14, 2017, Contractor will submit documents demonstrating its TB employee's acknowledgment of jurisdictional TB policies and procedures. Contractor's orders and procedures are to be reviewed and signed annually by all employees delivering TB clinical or data services. Each Contractor will send the following documents to the TB Branch via the PHIN; Nurse Admin folder:

1. A copy of fully signed TB Policies and Procedures signature page, and

2. A copy of table of contents listing all enacted TB policies and procedures with the period of time the policies and procedures are valid.

X.The Parties agree to delete Section 7. I-F INITIATE AND MAINTAIN AUDITING AND QUALITY ASSURANCE
PRACTICES: in its entirety and replace it with the following:

Contractor must ensure that clinical and reporting standards are maintained for audit activities in accordance with the TB Work Plan. Contractors will fully cooperate with any DSHS audits, desktop reviews and site visits.

XI.The Parties agree to add Section 7, II. FY 17, PERFORMANCE MEASURES, with the following:

1.Newly-reported TB cases will have an HIV test performed unless the patient is known to be HIV-positive or if the patient refuses. Contractor will report positive or negative HIV test results to DSHS according to the reporting schedule provided in Section 1, D herein.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 84.1% is required.

If fewer than 84.1% of newly reported TB cases have a result of an HIV test reported, then DSHS may, at its sole discretion, require Contractor to take additional measures to improve performance, on a timeline set by DSHS;

2.Cases and suspected cases, of TB under treatment by Contractor will be placed on timely and appropriate Directly Observed Therapy (DOT).

For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 92.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 92.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to performance, on a timeline set by DSHS;

3.Newly-reported suspected cases of TB disease will be started in timely manner on the recommended initial 4-drug regimen.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 93% is required.

If fewer than 93.% 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 performance, on a timeline set by DSHS;

4.Newly- reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease will have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

5.Newly-reported cases of TB with AFB-positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 52% is required.

If data indicates a compliance percentage for this Performance Measure of less than 52%, then DSHS may, at its sole discretion, require additional measures be taken by contractor to improve performance, on a timeline set by DSHS;

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months will 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.

For FY17 reporting, data will cover all cases from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 88.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 88.2%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

7.Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

8.TB cases with initial cultures positive for Mycobacterium tuberculosis complex will be tested for drug susceptibility and have those results documented in their medical record.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 96% is required.

If data indicates a compliance percentage for this Performance Measure of less than 96%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

9. Newly-reported TB patients with a positive AFB sputum-smear result will have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 94% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94%, 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.Newly – identified contracts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case will be evaluated for TB infection and disease.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 84% is required.

If data indicates a compliance percentage for this Performance Measure of less than 84%, then DSHS

may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

11.Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI will be started on timely and appropriate treatment.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 72% is required.

If data indicates a compliance percentage for this Performance Measure of less than 72%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment will complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 58% is required.

If data indicates a compliance percentage for this Performance Measure of less than 58%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

13.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 63% is required.

If data indicates a compliance percentage for this Performance Measure of less than 63%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

14.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete evaluation within 90 days of arrival.

For FY17 reporting data will be drawn from calendar year 2016 (1/1/2016-12/31/2016). A compliance percentage of not less than 48% is required.

If data indicates a compliance percentage for this Performance Measure of less than 48%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

15.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 69% is required.

If data indicates a compliance percentage for this Performance Measure of less than 69%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS; and

16.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US and started on treatment, increase the proportion who complete TBI treatment.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 49% is required.

If data indicates a compliance percentage for this Performance Measure of less than 49%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS.

Contractor will maintain documentation used to calculate performance measures as otherwise required by this Contract and by 22 Tex. Admin. Code § 165.1.

All reporting to DSHS will be completed as described in Section I, “D. Reporting” and submitted by the deadlines given.
If Contractor fails to meet any of the performance measures, Contractor will furnish in the Annual Progress Report a written narrative explaining the reasons for the failure and Contractor's plan to prevent future failures. 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.

XII.The Parties agree to amend Section 7, III. BILLING INSTRUCTIONS by adding the following:

Contract assumes full responsibility for services for which an invoice was not submitted to DSHS within 45-calendar days following the end of the term of the Contract.

XIII.The Parties agree to amend Section 16, SPECIAL PROVISIONS, Article VII, Confidentiality, by adding the following:

Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Program Attachment to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it be updated once during the term of this Program Attachment.
Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP, all in compliance with the DSHS Program Policy TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy” http://www.dshs.texas.gov/hivstd/policy/security.shtm.
Ensure that all required quarterly reports will be submitted on time.
Requests for TB/HIV/STD systems user account terminations are sent to DSHS within 1 business day of the identification of need for account termination
A visitors log for individuals entering the secured areas and reviewed quarterly by the LRP
TB/HIV/STD system user passwords changes verified by the LRP at least every 90 days.

XIV.The Parties agree to amend Section 16. Special Provisions of this Contract to add the following:

General Provisions, Article XXVII Non-Exclusive List of Applicable Laws is amended by deleting it in its

entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx,us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

XV.Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

XVI.This Amendment is effective on January 1, 2017.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS Department of State Health Services

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-001400-01
Proposal ID: DCPS-2017-TB/PC-FED-00021

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	$297,228	$63,051	$0	$360,279
Fringe Benefits	$113,838	$24,149	$0	$137,987
Travel	$5,791		$0	$5,791
Equipment	$0		$0	$0
Supplies	$14,914	$354	$0	$15,268
Contractual	$0		$0	$0
Other	$6,000		$0	$6,000
Total Direct Costs	$437,771	$87,554	$0	$525,325
Indirect Costs	$0		$0	$0
Totals:	**$437,771**	**$87,554**	**$0**	**$525,325**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $437,771

Required Match Percentage: 20%

Required Match Amount: $87,554 Calculated Match Amount: $87,554

Source of Cash Match Funds

Personnel, Fringe and Supplies

30 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

Status	Page Name	Note	Created By	Last Modified By
	Budget Summary		Sharp, Kathy - DCPS 10/22/2016 10:15:49 AM	Sharp, Kathy-Contractor 10/26/2016 11:08:31 AM
	Personnel Category Detail		Sharp, Kathy-Contractor 10/26/2016 10:35:46 AM	Sharp, Kathy-Contractor 10/26/2016 11:14:09 AM
	Travel Category Detail		Sharp, Kathy-Contractor 10/26/2016 10:45:52 AM	Sharp, Kathy-Contractor 10/26/2016 10:46:34 AM
	Equipment Category Detail			
	Supplies Category Detail		Sharp, Kathy-Contractor 10/26/2016 10:48:28 AM	Sharp, Kathy-Contractor 10/26/2016 11:07:30 AM
	Contractual Category Detail			
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	Indirect Costs Category Detail			

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TEXAS Department of State Health Services

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 CPA
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
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page		Sharp, Kathy - DCPS 11/10/2016 2:33:17 PM	

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HEALTH DEPARTMENT GRANTS

		2017 Adopted Budget	2017 Budget Request
Estimated Revenues and Other Financing Sources			
Interfund Transfers In			
1293-391-01-000-100-6	TRANSFERS IN-GENERAL FUND	$30,460.00	$0.00
1293-391-01-000-100-7	TRANSFERS IN-GENERAL FUND	$281,083.00	$0.00
	Total Interfund Transfers In	$311,543.00	$0.00
	Total Estimated Revenues and Other Financing Sources	$311,543.00	$0.00

GENERAL FUND

		2017 Adopted Budget	2017 Budget Request
1100-491-01-000-282-0	TRANSFERS OUT-PUBLIC DEFENDERS	$0.00	$0.00
1100-491-01-000-283-0	TRANSFERS OUT-HAZARD MITIGATION	$0.00	$0.00
1100-491-01-000-284-0	TRANSFERS OUT-COPS UNIVERSAL HIRING	$0.00	$0.00
1100-491-01-000-285-0	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$0.00	$0.00
1100-491-01-000-285-7	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$88,537.00	$88,537.00
1100-491-01-000-286-0	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
1100-491-01-000-286-5	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
1100-491-01-000-286-6	TRF OUT-S.T.A.R. PRJ JUV PROB	$2,516.00	$2,516.00
1100-491-01-000-293-0	TRF OUT-BIO/EWIDS/EPA	$0.00	$0.00
1100-491-01-000-293-6	TRF OUT-BIO/EWIDS/EPA	$30,460.00	$30,460.00
1100-491-01-000-293-7	TRF OUT-BIO/EWIDS/EPA	$281,083.00	$281,083.00
1100-491-01-000-295-0	TRANSFERS OUT-JUV BOOT CAMP	$0.00	$529,916.00
1100-491-01-000-301-0	TRANSFERS OUT-CAPITAL OUTLAY	$0.00	$0.00
1100-491-01-000-315-0	TRANSFERS OUT-TXDOT PROJECTS	$0.00	$0.00
1100-491-01-000-401-0	TRANSFERS OUT-TAX NOTES, 2014	$0.00	$0.00
1100-491-01-000-444-0	TRANSFERS OUT-REF BONDS 2014B	$0.00	$0.00
1100-491-01-000-445-0	TRANSFERS OUT-CO2014	$0.00	$0.00
1100-491-01-000-446-0	TRANSFERS OUT-REF BONDS 2014	$0.00	$0.00
	Total Interfund Transfer Out	$9,174,349.00	$9,820,665.00
	Total Appropriations and Other Financing Uses	$194,269,169.84	$199,019,812.00

TRF OUT-BIO/EWIDS/EPA

1100-491-01-000-293

Object #	Object Code Description	2016 Original Budget	2017 Budget Request	2017 Adopted Budget
891	INTERFUND TRANSFERS OUT	$30,460.00	$30,460.00	$30,460.00
891	INTERFUND TRANSFERS OUT	$281,083.00	$281,083.00	$281,083.00
	TOTALS	$311,543.00	$311,543.00	$311,543.00
	SALARY EXPENSES	$0.00	$0.00	$0.00
	OPERATING EXPENSES	$311,543.00	$311,543.00	$311,543.00

TB ELIMINATION FY 17 (FEDERAL)
Grant Application
Salary Budget
01/01/2017 - 12/31/2017
For Budget Purposes Only

T.B. Elimination FY 17 (program 011)

											Hourly Rate			2017			Fringes				Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	Salary Amount from 01/01/17 - 12/31/17	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G002	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	37,691.44	2,883.40	4,240.29	226.15	354.30	4,687.68	28.55	12,420.36	50,111.80
G003	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	37,691.44	2,883.40	4,240.29	226.15	354.30	4,687.68	28.55	12,420.36	50,111.80
G004	Licensed Vocational Nurse III	49,593.00	49,593.00	49,593.00	-	12,125.00	37,468.00	37,468.00	0.24	0.76	23.8428	23.8428	2,080	49,593.00	4,132.75	37,690.68	2,883.34	4,240.20	226.14	354.29	4,687.68	28.55	12,420.20	50,110.88
G005	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,641.00	15,076.00	32,877.00	32,877.00	0.34	0.66	23.8433	23.8433	2,080	49,594.00	4,132.83	32,732.04	2,504.00	3,682.35	196.39	307.68	4,070.88	24.79	10,786.10	43,518.14
G006	Outreach Specialist I	27,412.00	27,412.00	27,412.00	1,202.00	2,202.00	24,008.00	24,008.00	0.12	0.88	13.1788	13.1788	2,080	27,412.00	2,284.33	24,122.56	1,845.38	2,713.79	144.74	226.75	5,427.84	33.05	10,391.54	34,514.10
G007	Asst TB Records Mngr	26,593.00	26,593.00	26,593.00	1,180.00	1,759.00	23,654.00	23,654.00	0.11	0.89	12.7851	12.7851	2,080	26,593.00	2,216.08	23,667.77	1,810.58	2,662.62	142.01	222.48	5,489.52	33.43	10,360.64	34,028.41
G008	Outreach Specialist I	24,809.00	24,809.00	24,809.00	37.00	558.00	24,214.00	24,214.00	0.02	0.98	11.9274	11.9274	2,080	24,809.00	2,067.42	24,312.82	1,859.93	2,735.19	145.88	228.54	6,044.64	36.81	11,050.99	35,363.81
G009	Outreach Specialist II	30,965.00	30,965.00	30,965.00	1,022.00	9,528.00	20,415.00	20,415.00	0.34	0.66	14.8870	14.8870	2,080	30,965.00	2,580.42	20,436.90	1,563.42	2,299.15	122.62	192.11	4,070.88	24.79	8,272.97	28,709.87
G010	Outreach Specialist I	27,413.00	27,413.00	27,413.00	900.00	8,467.00	18,046.00	18,046.00	0.34	0.66	13.1793	13.1793	2,080	27,413.00	2,284.42	18,092.58	1,384.08	2,035.42	108.56	170.07	4,070.88	24.79	7,793.79	25,886.37
G011	Outreach Specialist I	25,857.00	25,857.00	25,857.00	15.00	11,895.00	13,947.00	13,947.00	0.46	0.54	12.4313	12.4313	2,080	25,857.00	2,154.75	13,962.78	1,068.15	1,570.81	83.78	131.25	3,330.72	20.28	6,204.99	20,167.77
G012	Clerk III	26,794.00	26,794.00	26,794.00	-	-	26,794.00	26,794.00	-	1.00	12.8817	12.8817	2,080	26,794.00	2,232.83	26,794.00	2,049.74	3,014.33	160.76	251.86	6,168.00	37.56	11,682.25	38,476.25
		388,218.00	**388,218.00**	**388,218.00**	**9,747.00**	**82,112.00**	**296,359.00**							**388,218.00**	**32,351.49**	**297,195.01**	**22,735.42**	**33,434.44**	**1,783.17**	**2,793.63**	**52,736.40**	**321.15**	**113,804.21**	**410,999.22**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/12/2016
2 A 0% cost of living increase is budgeted from 01/01/17 to 12/31/17. (pending CC approval)
3 2016 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,080 for FY 17.
5 Health Insurance rate is $514.00 per month per employee (514 x 12 = $6,168.00 / year)

5 County Salary Schedule ----- 

6 2015 Fringe Rates ---------- 

Prepared by Mike Escaname
HCHHSD
05/12/2016

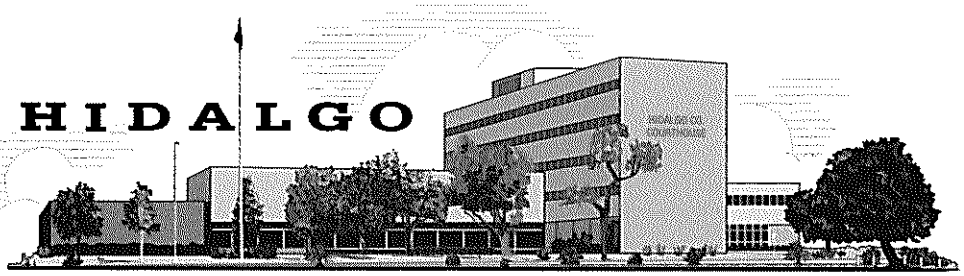
Local Match

					Local Match						Hourly Rate			2017			Local Match Fringes							
																	Fringes				Insurance			
Slot #	Position Title	2016 Payroll Salary	2016 Budgetd Salary With 0% COLA	2016 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	Salary Amount from 01/01/17 - 12/31/17	Monlty Salary	Local Match Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G002	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	12,126.00	927.64	1,364.18	72.76	113.98	1,508.11	9.18	3,995.84	16,121.84
G003	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	12,126.00	927.64	1,364.18	72.76	113.98	1,508.11	9.18	3,995.84	16,121.84
G004	Licensed Vocational Nurse III	49,593.00	49,593.00	49,593.00	-	12,125.00	37,468.00	37,468.00	0.24	0.76	23.8428	23.8428	2,080	49,593.00	4,132.75	12,125.00	927.56	1,364.06	72.75	113.98	1,508.02	9.18	3,995.55	16,120.55
G005	Licensed Vocational Nurse III	49,594.00	49,594.00	49,594.00	1,641.00	15,076.00	32,877.00	32,877.00	0.34	0.66	23.8433	23.8433	2,080	49,594.00	4,132.83	16,717.00	1,278.85	1,880.66	100.30	157.14	2,079.09	12.66	5,508.70	22,225.70
G006	Outreach Specialist I	27,412.00	27,412.00	27,412.00	1,202.00	2,202.00	24,008.00	24,008.00	0.12	0.88	13.1788	13.1788	2,080	27,412.00	2,284.33	3,404.00	260.41	382.95	7.21	11.30	765.94	4.66	1,432.47	2,634.47
G007	Asst TB Records Mngr	26,593.00	26,593.00	26,593.00	1,180.00	1,759.00	23,654.00	23,654.00	0.11	0.89	12.7851	12.7851	2,080	26,593.00	2,216.08	2,925.23	224.83	330.64	17.63	27.63	678.48	4.13	1,283.34	4,222.34
G008	Outreach Specialist I	24,809.00	24,809.00	24,809.00	37.00	558.00	24,214.00	24,214.00	-	0.98	11.9274	11.9274	2,080	24,809.00	2,067.42	-	0.00	0.00	0.00	0.00	-	-	0.00	-
G009	Outreach Specialist II	30,965.00	30,965.00	30,965.00	1,022.00	9,528.00	20,415.00	20,415.00	0.06	0.66	14.8870	14.8870	2,080	30,965.00	2,580.42	1,857.90	807.08	1,186.88	63.30	99.17	370.08	2.25	2,528.75	13,078.75
G010	Outreach Specialist I	27,413.00	27,413.00	27,413.00	900.00	8,467.00	18,046.00	18,046.00	0.05	0.66	13.1793	13.1793	2,080	27,413.00	2,284.42	1,370.65	716.58	1,053.79	56.20	88.05	308.40	1.88	2,224.89	11,591.89
G011	Outreach Specialist I	25,857.00	25,857.00	25,857.00	15.00	11,895.00	13,947.00	13,947.00	0.04	0.54	12.4313	12.4313	2,080	25,857.00	2,154.75	1,034.28	911.12	1,339.88	71.46	111.95	246.72	1.50	2,682.62	14,592.62
G012	Clerk III	26,794.00	26,794.00	26,794.00	-	-	26,794.00	26,794.00	-	1.00	12.8817	12.8817	2,080	26,794.00	2,232.83	-	0.00	0.00	0.00	0.00	-	-	0.00	-
		388,218.00	**388,218.00**	**388,218.00**	**9,747.00**	**82,112.00**	**296,359.00**	**296,359.00**						**388,218.00**	**32,351.49**	**63,686.06**	**6,981.70**	**10,267.20**	**534.37**	**837.18**	**8,972.95**	**54.62**	**27,648.02**	**116,710.02**

0.684217502	59,905.98
0.315782498	27,648.02
	87,554.00
	63,308.00
	24,246.96
	87,554.96

Prepared by Mike Escaname
HCHHSD
05/12/2016

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

December 2, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, 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 commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$437,771.00	Award No. 2016-001400-01 TB/PC-Fed Tuberculosis Prevention and Control-Federal

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/6/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY, 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-57469 **Health & Human Services Dept.** **20. H.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the TB/PC Federal grant contract amendment #2016-001400-01. The purpose of the amendment is to amend certain contractual language, to add the FY 17 award allocation of $437,771.00 and to extend the end of the contract term to December 31, 2017.
2. Requesting approval for County Judge to e-sign the TB/PC Federal contract amendment and related document.
3. Requesting approval of the Certification of Revenue in the amount of $437,771.00.
4. Requesting approval of the budget appropriation in the amount of $437,771.00 in grant funds and $87,554.00 in local match funds.

BACKGROUND

01/05/16 - AI-52757 - Acceptance of TB/PC Federal FY16 grant contract.
05/24/16 - AI-54575 - Approval to submit renewal application for FY 17 award.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-011-7-XXX

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

BUDGETARY IMPACT:

TB Federal Award FY 17 = $437,771.00
Required local match = $87,554.00 (20%)
Local match reserved during budget process; Will be appropriated on 01/01/2017. (7-1100-491-01-000-293-7-891)

Attachments

Budget Appropriation
TB Fed Amendment
Local Match
Salaries & Fringes Projection

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/21/2016 01:15 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 11/21/2016 09:26 AM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Monday, November 21, 2016 10:14 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $437,771.00 - TB Federal FY 17
Attachments: AI-57469 Acceptance of TB Federal FY 17 Amendment 120616.pdf; 2016-001400-01 TB Federal FY 17 Amendment CC.pdf; TB Fed FY 17 Budget Appropriation.xlsx; Local Match TB.pdf

Minerva,

The TB Federal FY 17 grant contract Amendment will be presented to CC on 12/06/16 for acceptance. I'd appreciate if you can arrange for a Certification of Revenue in the amount of $437,771.00.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: January 1, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-011-7-XXX TB PREVENTION & CONTROL - FEDERAL

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		
7-1293-441-00-340-011-7-113	TB Prev & Control - Reg F/T Employees	$ 360,279.00
Fringes		
7-1293-441-00-340-011-7-211	TB Prev & Control - Health Insurance	$ 63,966.00
7-1293-441-00-340-011-7-212	TB Prev & Control - Life Insurance	$ 377.00
7-1293-441-00-340-011-7-220	TB Prev & Control - FICA	$ 27,562.00
7-1293-441-00-340-011-7-230	TB Prev & Control - Retirement	$ 40,532.00
7-1293-441-00-340-011-7-250	TB Prev & Control - Unemployment Comp	$ 2,163.00
7-1293-441-00-340-011-7-260	TB Prev & Control - Workers Comp	$ 3,387.00
Travel		
7-1293-441-00-340-011-7-581	TB Prev & Control - In-County Travel	$ 2,430.00
7-1293-441-00-340-011-7-583	TB Prev & Control - Out-Of-County Travel	$ 3,361.00
Supplies		
7-1293-441-00-340-011-7-610	TB Prev & Control - General Supplies	$ 13,768.00
7-1293-441-00-340-011-7-660	TB Prev & Control - Furnishings & Equipment	$ 1,500.00
Other		$ -
7-1293-441-00-340-011-7-339	TB Prev & Control - Other Professional Services	$ 4,500.00
7-1293-441-00-340-011-7-550	TB Prev & Control - Printing & Binding	$ 1,500.00
	TOTAL APPROPRIATION	$ 525,325.00
7-1293-331-12-340-011-7-000	TB Prev & Control - Revenue	$ 437,771.00
7-1293-391-01-000-100-7-000	Transfers In - General Fund (DO NOT POST)	$ 87,554.00
7-1100-491-01-000-293-7-891	Transfers Out - Health Grants (DO NOT POST)	$ 87,554.00
	TOTAL APPROPRIATION	$ 525,325.00

REASON: To appropriate the TB Prevention & Control - Federal grant award for FY 17.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES

AMENDMENT #: 01

The Department of State Health Services (DSHS) and Hidalgo County (Contractor) agree to amend Contract No. 2016-001400-00 (Contract), which was effective on January 1, 2016. This Contract has been not been amended prior to this Amendment. This Amendment will be denominated as Contract No. 2016-001400-01.

I.The Parties agree to amend Section II of this Contract to add FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS ($437,771.00) to increase the total amount of the Contract not to exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS ($875,542.00). The total amount allocated to Contractor for the period January 1, 2017 through December 31, 2017, will not exceed FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS ($437,771.00).

II.The Parties agree to amend Section IV this Contract to extend the end of the Contract term to December 31, 2017.

III.The Parties agree to amend Section 7 by adding the following:

The Statement of Work establishes parameters in which local health departments (LHDs) will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.
Local health departments will comply with the most current version of the Tuberculosis Work Plan located at http://www.texastb.org/policies and all applicable state laws, regulations, standards and guidelines.
Local health departments will perform the following in accordance with the Tuberculosis Work Plan:

1.Implement a comprehensive TB prevention and control program;

2.Develop and maintain TB policies and procedures;

3.Provide services to evaluate, treat, and monitor clients with suspected or confirmed TB disease;

4.Initiate contact investigations;

5.Provide services to evaluate, treat, and monitor contacts to suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease;

6.Provide treatment services for at-risk persons diagnosed with TB infection;

7.Develop and maintain surveillance mechanism for early identification and reporting of TB;

8.Perform Targeted testing;

9.Submit designated reports by established deadlines and schedules using DSHS-approved mechanisms;

10.Apply appropriate administrative, environmental, and respiratory controls to prevent exposure to and transmission of Mycobacterium tuberculosis;

11.Provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff;

12.Monitor budget expenditures and maintain accurate and concise records;

13.Comply with confidentiality and security standards;

14.Monitor and participate in correctional TB control activities;

15.Perform self-auditing activities to assess clinical care services and reporting practices; and

16.Perform ongoing continuing quality improvement activities to meet Texas performance measures.

IV.The Parties agree to delete in its entirety Section 7. I-A#2, PROVISION OF SERVICES, and replace it with the following:

2. DSHS Tuberculosis Work Plan, http://www.dshs.texas.gov/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=8590001137.

V. The Parties agree to delete in its entirety Section 7. I-A#4, PROVISION OF SERVICES, and replace it with the following:

4. 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://www.cdc.gov/tb/publications/pdf/1376.

VI.The Parties agree to amend Section 7.I-B, USE OF FUNDS, by adding the following:

Contractor's budget will include costs to cover:
1. Patient transportation, i.e. ambulance services as needed.

VII.The Parties agree to delete Section 7.I-C, CONDUCT SURVEILLANCE, in its entirety and replace it with the following:

Contractor will:
1. Contact providers that deliver TB care to at-risk populations within Contractor's service area to obtain data of unreported cases (refer to TB Work Plan);

2. Submit Surveillance Quality Assurance Template via the Public Health Information Network (PHIN) to the Surveillance Branch (refer to TB Work Plan); and

3. Identify high risk groups and congregate settings for which testing for TB infection (TBI) and disease are justified. The goal for target testing is to identify, evaluate, and treat persons who are at high risk for TB infection or at high risk for developing TB disease, once infected with M. tuberculosis (refer to TB Work Plan).

VIII.The Parties agree to delete Section 7.I-D REPORTING in its entirety and replace it with the following:

Contractor will:
1. Provide a complete and accurate Annual Progress Report covering the period from January to December for calendar year 2015 and 2016, in the format provided by DSHS, demonstrating compliance with requirements of the contract during that time period. The report will include, but not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 & 17 Performance

Measures).
The Contractor's Annual Progress Report will not be combined with another Contractor's or health service region's Annual Progress Report. The FY 16 report is due March 15, 2016 and the FY 17 report is due March 15, 2017, and will be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us (refer to TB Work Plan). Any individual-level patient data must be sent via the PHIN. Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS health service region, the deadline for submission to the TB Branch remains unchanged;

2.Ensure designated reports for Cases, Suspects and Contact Investigations are submitted by established deadlines and schedules using DSHS-approved mechanisms (refer to TB Work Plan);

3.Submit monthly correctional TB screening reports from those jails and community corrections under Texas Health and Safety Code Chapter 89 Requirements (refer to TB Work Plan);

4. Submit completed Cohort Review documents for the appropriate cohort year and quarter to the TB Branch via the PHIN (refer to TB Work Plan);

5. Submit completed Incident Report(s) and weekly written updates for media sensitive situations and or large contact investigations (= 50 contacts, or in a school = 25 contacts) to the TB Branch via PHIN (refer to TB Work Plan);

6. Conduct Division of Global Migration and Quarantine (DGMQ) airline contact investigations and report to the TB Branch (refer to TB Work Plan); and

7. Submit a Report of Adverse Drug Reaction to the TB Branch Nurse Case Manager Consultant (or designee), if a TB Suspect or Case dies or is hospitalized due to an adverse drug reaction (refer to TB Work Plan).

IX.The Parties agree to add in Section 7. I-E, MAINTAIN A COMPETENT WORKFORCE, the following:

By October 14, 2017, Contractor will submit documents demonstrating its TB employee's acknowledgment of jurisdictional TB policies and procedures. Contractor's orders and procedures are to be reviewed and signed annually by all employees delivering TB clinical or data services. Each Contractor will send the following documents to the TB Branch via the PHIN; Nurse Admin folder:

1. A copy of fully signed TB Policies and Procedures signature page, and

2. A copy of table of contents listing all enacted TB policies and procedures with the period of time the policies and procedures are valid.

X.The Parties agree to delete Section 7. I-F INITIATE AND MAINTAIN AUDITING AND QUALITY ASSURANCE
PRACTICES: in its entirety and replace it with the following:

Contractor must ensure that clinical and reporting standards are maintained for audit activities in accordance with the TB Work Plan. Contractors will fully cooperate with any DSHS audits, desktop reviews and site visits.

XI.The Parties agree to add Section 7, II. FY 17, PERFORMANCE MEASURES, with the following:

1.Newly-reported TB cases will have an HIV test performed unless the patient is known to be HIV-positive or if the patient refuses. Contractor will report positive or negative HIV test results to DSHS according to the reporting schedule provided in Section 1, D herein.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 84.1% is required.

If fewer than 84.1% of newly reported TB cases have a result of an HIV test reported, then DSHS may, at its sole discretion, require Contractor to take additional measures to improve performance, on a timeline set by DSHS;

2.Cases and suspected cases, of TB under treatment by Contractor will be placed on timely and appropriate Directly Observed Therapy (DOT).

For FY17 reporting, data will cover all cases from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 92.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 92.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to performance, on a timeline set by DSHS;

3.Newly-reported suspected cases of TB disease will be started in timely manner on the recommended initial 4-drug regimen.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 93% is required.

If fewer than 93.% 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 performance, on a timeline set by DSHS;

4.Newly- reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease will have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

5.Newly-reported cases of TB with AFB-positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 52% is required.

If data indicates a compliance percentage for this Performance Measure of less than 52%, then DSHS may, at its sole discretion, require additional measures be taken by contractor to improve performance, on a timeline set by DSHS;

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months will 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.

For FY17 reporting, data will cover all cases from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 88.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 88.2%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

7.Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS,

8.TB cases with initial cultures positive for Mycobacterium tuberculosis complex will be tested for drug susceptibility and have those results documented in their medical record.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 96% is required.

If data indicates a compliance percentage for this Performance Measure of less than 96%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

9. Newly-reported TB patients with a positive AFB sputum-smear result will have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 94% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94%, 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.Newly – identified contracts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case will be evaluated for TB infection and disease.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 84% is required.

If data indicates a compliance percentage for this Performance Measure of less than 84%, then DSHS

may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

11.Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI will be started on timely and appropriate treatment.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 72% is required.

If data indicates a compliance percentage for this Performance Measure of less than 72%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment will complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 58% is required.

If data indicates a compliance percentage for this Performance Measure of less than 58%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

13.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 63% is required.

If data indicates a compliance percentage for this Performance Measure of less than 63%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

14.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete evaluation within 90 days of arrival.

For FY17 reporting data will be drawn from calendar year 2016 (1/1/2016-12/31/2016). A compliance percentage of not less than 48% is required.

If data indicates a compliance percentage for this Performance Measure of less than 48%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS;

15.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment.

For FY17 reporting, data will be drawn from calendar year 2016 (1/1/2016 -12/31/2016). A compliance percentage of not less than 69% is required.

If data indicates a compliance percentage for this Performance Measure of less than 69%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS; and

16.For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US and started on treatment, increase the proportion who complete TBI treatment.

For FY17 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 49% is required.

If data indicates a compliance percentage for this Performance Measure of less than 49%, then DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve performance, on a timeline set by DSHS.

Contractor will maintain documentation used to calculate performance measures as otherwise required by this Contract and by 22 Tex. Admin. Code § 165.1.

All reporting to DSHS will be completed as described in Section I, "D. Reporting" and submitted by the deadlines given.
If Contractor fails to meet any of the performance measures, Contractor will furnish in the Annual Progress Report a written narrative explaining the reasons for the failure and Contractor's plan to prevent future failures. 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.

XII.The Parties agree to amend Section 7, III. BILLING INSTRUCTIONS by adding the following:

Contract assumes full responsibility for services for which an invoice was not submitted to DSHS within 45-calendar days following the end of the term of the Contract.

XIII.The Parties agree to amend Section 16, SPECIAL PROVISIONS, Article VII, Confidentiality, by adding the following:

Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Program Attachment to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it be updated once during the term of this Program Attachment.
Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP, all in compliance with the DSHS Program Policy TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy" http://www.dshs.texas.gov/hivstd/policy/security.shtm.
Ensure that all required quarterly reports will be submitted on time.
Requests for TB/HIV/STD systems user account terminations are sent to DSHS within 1 business day of the identification of need for account termination
A visitors log for individuals entering the secured areas and reviewed quarterly by the LRP
TB/HIV/STD system user passwords changes verified by the LRP at least every 90 days.

XIV.The Parties agree to amend Section 16. Special Provisions of this Contract to add the following:

General Provisions, Article XXVII Non-Exclusive List of Applicable Laws is amended by deleting it in its

entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx,us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

XV.Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

XVI.This Amendment is effective on January 1, 2017.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services	**Contractor**
By:	By:
Title:	Title:
Date:	Date:

TEXAS
Department of State Health Services

PRINT VERSION ADD NOTE CHECK GLOBAL ERRORS SHOW HELP

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Document Information: DCPS-2017-TB/PC-FED-00021
Parent Information: DCPS-2016-TB/PC-FED-00019
Details

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BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2016-001400-01
Proposal ID: DCPS-2017-TB/PC-FED-00021

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	$297,228	$63,051	$0	$360,279
Fringe Benefits	$113,838	$24,149	$0	$137,987
Travel	$5,791		$0	$5,791
Equipment	$0		$0	$0
Supplies	$14,914	$354	$0	$15,268
Contractual	$0		$0	$0
Other	$6,000		$0	$6,000
Total Direct Costs	$437,771	$87,554	$0	$525,325
Indirect Costs	$0		$0	$0
Totals:	**$437,771**	**$87,554**	**$0**	**$525,325**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Applicable Match Amount: $437,771

Required Match Percentage: 20%

Required Match Amount: $87,554 Calculated Match Amount: $87,554

Source of Cash Match Funds
Personnel, Fringe and Supplies

30 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

Status	Page Name	Last Changed By	Last Modified By
	Budget Summary	Sharp, Kathy - DCPS 10/22/2016 10:15:49 AM	Sharp, Kathy-Contractor 10/26/2016 11:08:31 AM
	Personnel Category Detail	Sharp, Kathy-Contractor 10/26/2016 10:35:46 AM	Sharp, Kathy-Contractor 10/26/2016 11:14:09 AM
	Travel Category Detail	Sharp, Kathy-Contractor 10/26/2016 10:45:52 AM	Sharp, Kathy-Contractor 10/26/2016 10:46:34 AM
	Equipment Category Detail		
	Supplies Category Detail	Sharp, Kathy-Contractor 10/26/2016 10:48:28 AM	Sharp, Kathy-Contractor 10/26/2016 11:07:30 AM
	Contractual Category Detail		
	Other Category Detail	Sharp, Kathy-Contractor 10/26/2016 10:50:19 AM	
	Indirect Costs Category Detail		

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TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

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Document Information: DCPS-2017-TB/PC-FED-00021
Parent Information: DCPS-2016-TB/PC-FED-00019
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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 CPA
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	N/A	Created By	Last Modified By
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page		Sharp, Kathy - DCPS 11/10/2016 2:33:17 PM	

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HEALTH DEPARTMENT GRANTS

		2017 Adopted Budget	2017 Budget Request
Estimated Revenues and Other Financing Sources			
Interfund Transfers In			
1293-391-01-000-100-6	TRANSFERS IN-GENERAL FUND	$30,460.00	$0.00
1293-391-01-000-100-7	TRANSFERS IN-GENERAL FUND	$281,083.00	$0.00
	Total Interfund Transfers In	$311,543.00	$0.00
	Total Estimated Revenues and Other Financing Sources	$311,543.00	$0.00

GENERAL FUND

		2017 Adopted Budget	2017 Budget Request
1100-491-01-000-282-0	TRANSFERS OUT-PUBLIC DEFENDERS	$0.00	$0.00
1100-491-01-000-283-0	TRANSFERS OUT-HAZARD MITIGATION	$0.00	$0.00
1100-491-01-000-284-0	TRANSFERS OUT-COPS UNIVERSAL HIRING	$0.00	$0.00
1100-491-01-000-285-0	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$0.00	$0.00
1100-491-01-000-285-7	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$88,537.00	$88,537.00
1100-491-01-000-286-0	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
1100-491-01-000-286-5	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
1100-491-01-000-286-6	TRF OUT-S.T.A.R. PRJ JUV PROB	$2,516.00	$2,516.00
1100-491-01-000-293-0	TRF OUT-BIO/EWIDS/EPA	$0.00	$0.00
1100-491-01-000-293-6	TRF OUT-BIO/EWIDS/EPA	$30,460.00	$30,460.00
1100-491-01-000-293-7	TRF OUT-BIO/EWIDS/EPA	$281,083.00	$281,083.00
1100-491-01-000-295-0	TRANSFERS OUT-JUV BOOT CAMP	$0.00	$529,916.00
1100-491-01-000-301-0	TRANSFERS OUT-CAPITAL OUTLAY	$0.00	$0.00
1100-491-01-000-315-0	TRANSFERS OUT-TXDOT PROJECTS	$0.00	$0.00
1100-491-01-000-401-0	TRANSFERS OUT-TAX NOTES, 2014	$0.00	$0.00
1100-491-01-000-444-0	TRANSFERS OUT-REF BONDS 2014B	$0.00	$0.00
1100-491-01-000-445-0	TRANSFERS OUT-CO2014	$0.00	$0.00
1100-491-01-000-446-0	TRANSFERS OUT-REF BONDS 2014	$0.00	$0.00
	Total Interfund Transfer Out	$9,174,349.00	$9,820,665.00
	Total Appropriations and Other Financing Uses	$194,269,169.84	$199,019,812.00

TRF OUT-BIO/EWIDS/EPA

1100-491-01-000-293

Object #	Object Code Description	2016 Original Budget	2017 Budget Request	2017 Adopted Budget
891	INTERFUND TRANSFERS OUT	$30,460.00	$30,460.00	$30,460.00
891	INTERFUND TRANSFERS OUT	$281,083.00	$281,083.00	$281,083.00
	TOTALS	$311,543.00	$311,543.00	$311,543.00
	SALARY EXPENSES	$0.00	$0.00	$0.00
	OPERATING EXPENSES	$311,543.00	$311,543.00	$311,543.00

TB ELIMINATION FY 17 (FEDERAL)
Grant Application
Salary Budget
01/01/2017 - 12/31/2017
For Budget Purposes Only

							Hourly Rate			2017			Fringes					Insurance			
16 eted ary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	Salary Amount from 01/01/17 - 12/31/17	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
94.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	37,691.44	2,883.40	4,240.29	226.15	354.30	4,687.68	28.55	12,420.36	50,111.80
94.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	37,691.44	2,883.40	4,240.29	226.15	354.30	4,687.68	28.55	12,420.36	50,111.80
93.00	-	12,125.00	37,468.00	37,468.00	0.24	0.76	23.8428	23.8428	2,080	49,593.00	4,132.75	37,690.68	2,883.34	4,240.20	226.14	354.29	4,687.68	28.55	12,420.20	50,110.88
94.00	1,641.00	15,076.00	32,877.00	32,877.00	0.34	0.66	23.8433	23.8433	2,080	49,594.00	4,132.83	32,732.04	2,504.00	3,682.35	196.39	307.68	4,070.88	24.79	10,786.10	43,518.14
12.00	1,202.00	2,202.00	24,008.00	24,008.00	0.12	0.88	13.1788	13.1788	2,080	27,412.00	2,284.33	24,122.56	1,845.38	2,713.79	144.74	226.75	5,427.84	33.05	10,391.54	34,514.10
93.00	1,180.00	1,759.00	23,654.00	23,654.00	0.11	0.89	12.7851	12.7851	2,080	26,593.00	2,216.08	23,667.77	1,810.58	2,662.62	142.01	222.48	5,489.52	33.43	10,360.64	34,028.41
09.00	37.00	558.00	24,214.00	24,214.00	0.02	0.98	11.9274	11.9274	2,080	24,809.00	2,067.42	24,312.82	1,859.93	2,735.19	145.88	228.54	6,044.64	36.81	11,050.99	35,363.81
65.00	1,022.00	9,528.00	20,415.00	20,415.00	0.34	0.66	14.8870	14.8870	2,080	30,965.00	2,580.42	20,436.90	1,563.42	2,299.15	122.62	192.11	4,070.88	24.79	8,272.97	28,709.87
13.00	900.00	8,467.00	18,046.00	18,046.00	0.34	0.66	13.1793	13.1793	2,080	27,413.00	2,284.42	18,092.58	1,384.08	2,035.42	108.56	170.07	4,070.88	24.79	7,793.79	25,886.37
57.00	15.00	11,895.00	13,947.00	13,947.00	0.46	0.54	12.4313	12.4313	2,080	25,857.00	2,154.75	13,962.78	1,068.15	1,570.81	83.78	131.25	3,330.72	20.28	6,204.99	20,167.77
94.00	-	-	26,794.00	26,794.00	-	1.00	12.8817	12.8817	2,080	26,794.00	2,232.83	26,794.00	2,049.74	3,014.33	160.76	251.86	6,168.00	37.56	11,682.25	38,476.25
18.00	**9,747.00**	**82,112.00**	**296,359.00**							**388,218.00**	**32,351.49**	**297,195.01**	**22,735.42**	**33,434.44**	**1,783.17**	**2,793.63**	**52,736.40**	**321.15**	**113,804.21**	**410,999.22**

e grant application was submitted to DSHS on 05/12/2016
ted from 01/01/17 to 12/31/17. (pending CC approval)
this is the latest information available at this time.
ed which total to 2,080 for FY 17.
month per employee (514 x 12 = $6,168.00 / year)

Prepared by Mike Escaname
HCHHSD
05/12/2016

	Local Match						Hourly Rate			2017			Local Match Fringes							
													Fringes				Insurance			
16 eted ary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 0% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	Salary Amount from 01/01/17 - 12/31/17	Monlty Salary	Local Match Projected Salaries	FICA (7.65%	Retirement (11.25%)	Unemployment (.60%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
94.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	12,126.00	927.64	1,364.18	72.76	113.98	1,508.11	9.18	3,995.84	16,121.84
94.00	1,875.00	10,251.00	37,468.00	37,468.00	0.24	0.76	23.8433	23.8433	2,080	49,594.00	4,132.83	12,126.00	927.64	1,364.18	72.76	113.98	1,508.11	9.18	3,995.84	16,121.84
93.00	-	12,125.00	37,468.00	37,468.00	0.24	0.76	23.8428	23.8428	2,080	49,593.00	4,132.75	12,125.00	927.56	1,364.06	72.75	113.98	1,508.02	9.18	3,995.55	16,120.55
94.00	1,641.00	15,076.00	32,877.00	32,877.00	0.34	0.66	23.8433	23.8433	2,080	49,594.00	4,132.83	16,717.00	1,278.85	1,880.66	100.30	157.14	2,079.09	12.66	5,508.70	22,225.70
12.00	1,202.00	2,202.00	24,008.00	24,008.00	0.12	0.88	13.1788	13.1788	2,080	27,412.00	2,284.33	3,404.00	260.41	382.95	7.21	11.30	765.94	4.66	1,432.47	2,634.47
93.00	1,180.00	1,759.00	23,654.00	23,654.00	0.11	0.89	12.7851	12.7851	2,080	26,593.00	2,216.08	2,925.23	224.83	330.64	17.63	27.63	678.48	4.13	1,283.34	4,222.34
09.00	37.00	558.00	24,214.00	24,214.00	-	0.98	11.9274	11.9274	2,080	24,809.00	2,067.42	-	0.00	0.00	0.00	0.00	-	-	0.00	-
65.00	1,922.00	9,528.00	20,415.00	20,415.00	0.06	0.66	14.8870	14.8870	2,080	30,965.00	2,580.42	1,857.90	607.08	1,186.88	63.30	99.17	370.08	2.25	2,528.75	13,078.75
13.00	900.00	8,467.00	18,046.00	18,046.00	0.05	0.66	13.1793	13.1793	2,080	27,413.00	2,284.42	1,370.65	716.58	1,053.79	56.20	88.05	308.40	1.88	2,224.89	11,591.89
57.00	15.00	11,895.00	13,947.00	13,947.00	0.04	0.54	12.4313	12.4313	2,080	25,857.00	2,154.75	1,034.28	911.12	1,339.88	71.46	111.95	246.72	1.50	2,682.62	14,592.62
94.00	-	-	26,794.00	26,794.00	-	1.00	12.8817	12.8817	2,080	26,794.00	2,232.83	-	0.00	0.00	0.00	0.00	-	-	0.00	-
18.00	**9,747.00**	**82,112.00**	**296,359.00**	**296,359.00**						**388,218.00**	**32,351.49**	**63,686.06**	**6,981.70**	**10,267.20**	**534.37**	**837.18**	**8,972.95**	**54.62**	**27,648.02**	**116,710.02**

0.684217502	59,905.98
0.315782498	27,648.02
	87,554.00
	63,308.00
	24,246.96
	87,554.96

Prepared by Mike Escaname
HCHHSD
05/12/2016

AI-57471 **Health & Human Services Dept.** **12. I.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to appropriate the Health Administration program income budget in the amount of $377,000.00 for the period of 01/01/2017 to 12/31/2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds for this budget are available in Fund 1293 fund balance pending carry over into 2017.
Reference account #6-1293-258-00-000-000-0-000.

Attachments

Budget Appropriation

Sal Proj

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/28/2016 01:56 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Mike Escaname		Started On: 11/21/2016 01:57 PM
Final Approval Date: 12/02/2016		

DATE: January 01, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-005-0-XXX Health Adm 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		
7-1293-441-00-340-005-0-113	H.D. ADM-REG F/T EMPLOYEES	$ 29,000.00
Fringes		
7-1293-441-00-340-005-0-211	H.D. ADM-HEALTH INSURANCE	$ 4,500.00
7-1293-441-00-340-005-0-212	H.D. ADM-LIFE INSURANCE	$ 400.00
7-1293-441-00-340-005-0-220	H.D. ADM-FICA	$ 2,200.00
7-1293-441-00-340-005-0-230	H.D. ADM-RETIREMENT	$ 3,300.00
7-1293-441-00-340-005-0-250	H.D. ADM-UNEMPLOYMENT COMP	$ 300.00
7-1293-441-00-340-005-0-260	H.D. ADM-WORKERS COMP	$ 300.00
Travel		
7-1293-441-00-340-005-0-581	H.D. ADM-TRAVEL IN-COUNTY	$ 1,000.00
7-1293-441-00-340-005-0-583	H.D. ADM-TRAVEL OUT OF COUNTY	$ 20,000.00
Supplies		
7-1293-441-00-340-005-0-610	H.D. ADM-GENERAL SUPPLIES	$ 27,425.00
7-1293-441-00-340-005-0-660	H.D. ADM-FURNITURE & EQUIPMENT CONTRC	$ 10,000.00
Equipment		
7-1293-441-00-340-005-0-751	H.D. ADM-MACHINERY & EQUIPMENT	$ 84,575.00
7-1293-441-00-340-005-0-761	H.D. ADM-SOFTWARE	$ 2,000.00
Other		
7-1293-441-00-340-005-0-430	H.D. ADM-REPAIR & MAINTENANCE SERVICES	$ 180,000.00
7-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	$ 5,000.00
7-1293-441-00-340-005-0-810	H.D. ADM-DUES & MEMBERSHIPS	$ 5,000.00
7-1293-441-00-340-005-0-811	H.D. ADM-LICENSES & PERMITS	$ 2,000.00
	TOTAL APPROPRIATION	$ 377,000.00
	TOTAL APPROPRIATION	$ 377,000.00

REASON: To appropriate the 2017 Health Adm Program Income Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

Hidalgo County Health & Human Services Department
2017 Health Administration Program Income Funding
Salary Schedule
January 1, 2017 through December 31, 2017

For Budgeting Purposes Only

7-1293-441-00-340-005-0-xxx

				Distribution										Insurance	
Slot #	Position Title	Budgeted Salary	Salary with 0% COLA	340-003	%	340-005	%	340-008	%	340-011	%	340-012	%	Health Ins.	Life Ins.
G002	TX Vaccines Manager	41,280.00	41,280.00		-	2,978.76	0.07	-	-	-	-	39,539.64	0.96	454.61	37.72
0003	Registered Nurse IV	61,155.00	61,155.00	61,015.14	1.00	1,974.51	0.03	-	-	-	-	-	-	203.41	16.88
G004	Lic. Voc. Nurse III	48,149.00	48,149.00	10,250.56	0.21	1,874.60	0.04	-	-	37,468.31	0.78	-	-	245.28	20.35
G005	Lic. Voc. Nurse III	48,149.00	48,149.00	10,250.56	0.21	1,874.60	0.04	-	-	37,468.31	0.78	-	-	245.28	20.35
G006	Lic. Voc. Nurse III	48,149.00	48,149.00	10,251.59	0.21	1,873.57	0.04	37,468.31	0.78		-	-	-	245.15	20.34
G007	Lic. Voc. Nurse III	48,149.00	48,149.00	15,076.11	0.31	1,640.79	0.03	-	-	32,876.57	0.68	-	-	214.69	17.81
G008	Lic. Voc. Nurse II	44,795.00	44,795.00	14,707.37	0.33	1,497.62	0.03	-	-	-	-	29,933.86	0.67	210.63	17.48
G010	Lic. Voc. Nurse II	44,795.00	44,795.00	14,707.37	0.33	1,497.62	0.03	-	-	-	-	29,933.86	0.67	210.63	17.48
G012	Outreach Specialist I	27,015.00	27,015.00	1,835.46	0.07	1,237.03	0.05	24,752.96	0.92	-	-	-	-	288.48	23.94
G013	Outreach Specialist I	26,614.00	26,614.00	2,202.14	0.08	1,202.01	0.05	-	-	24,008.27	0.90	-	-	284.54	23.61
G014	Asst. TB Rcrd Mngr	25,819.00	25,819.00	1,759.24	0.07	1,180.38	0.05	-	-	23,653.95	0.92	-	-	288.02	23.90
G015	Community Srv Aide	28,094.00	28,094.00	751.90	0.03	1,088.71	0.04	-	-	-	-	27,096.21	0.96	244.14	20.26
G016	Community Srv Aide	30,062.00	30,062.00	803.40	0.03	1,165.96	0.04	-	-	-	-	28,994.50	0.96	244.35	20.27
G017	Outreach Specialist I	24,087.00	24,087.00	558.26	0.02	37.08	0.00	-	-	24,214.27	1.01	-	-	9.70	0.80
G018	Outreach Specialist II	30,062.00	30,062.00	9,527.50	0.32	1,021.76	0.03	-	-	20,414.60	0.68	-	-	214.13	17.77
G019	Outreach Specialist I	26,614.00	26,614.00	8,466.60	0.32	900.22	0.03	-	-	18,045.60	0.68	-	-	213.10	17.68
G020	Outreach Specialist I	25,105.00	25,105.00	11,895.47	0.47	15.45	0.00	-	-	13,947.23	0.56	-	-	3.88	0.32
G022	Registered Nurse V	65,507.00	65,507.00	65,593.49	1.00	1,878.72	0.03	-	-	-	-	-	-	180.68	14.99
0023	EMR / Database System	57,000.00	57,000.00	55,274.95	0.97	3,435.05	0.06	-	-	-	-	-	-	379.66	31.50
	Total Gross Salary - >	750,600.00	750,600.00			**28,374.44**								**4,380.33**	**363.44**
						4,380.33	Health Insurance								
						363.44	Life Insurance								
				7.65%		**2,170.64**	FICA								
				11.47%		**3,254.55**	Retirement								
				1.00%		**283.74**	Unemployment Comp								
				0.0094%		**266.72**	Worker's Comp								
						39,093.87									

($525.00 / month per employee prorated based on %)
($43.56 / year per employee prorated based on %)

Prepared by:
Health Human Services Dept. 11/21/2016

AI-57579 **Health & Human Services Dept.** **12. J.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit renewal grant application and budget for the CPS/HAZARDS program for FY 18 in the amount of $574,166.00. The grant contract will be in effect from July 1, 2017 through June 30, 2018. This grant requires a ten percent local funding match.

BACKGROUND

The award amount is assumed to be at level funding, pending final allocation by federal funding announcement.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 7-1293-441-00-340-013-8-XXX

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

BUDGETARY IMPACT:

Requires 10% match.
Amount of match, $57,417 has been reserved. Reference account #7-1100-491-01-000-293-7

Attachments

Award Letter
Match

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 08:51 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Mike Escaname		Started On: 12/02/2016 08:23 AM
Final Approval Date: 12/02/2016		

Mike Escaname

From: Burrell,Deserie (DSHS) <Deserie.Burrell@dshs.state.tx.us>
Sent: Friday, December 02, 2016 8:15 AM
To: Eddie.Olivarez@hchd.org; Evangelina.Rubio@hchd.org; graciela.lopez@hchd.org; mike.escaname@hchd.org
Subject: FY18 HAZARDS Contract Information
Attachments: Blank FY18 Contract Renewal Checklist.xlsx; Blank FY18 Budget Templates with Match.xls

Dear FY18 Hazards (Public Health Emergency Preparedness) Contractor,

For FY 18 contracts, TX Health and Human Services Commission (HHSC) is requiring all contracts to be ***executed*** by June 1, 2017. This early date has several implications for you as a contractor with the TX Department of State Health Services (DSHS). **Please read the following carefully.**

Attached with this correspondence you will find a blank FY 18 Budget Template for your completion as well as a blank FY 18 Contract Renewal Checklist. Both documents should be completed and returned to me, Deserie Burrell, by **Friday, close of business, December 16, 2016.**

In order to meet the contract execution date of June 1, 2017, we request you complete the FY 18 budget template **with the assumption of level funding** for FY 18. Please note DSHS will not receive the federal Funding Opportunity Announcement (FOA) to include the state Public Health Emergency Preparedness allocation until after the due date for your budget submission has passed and, therefore, is unable to provide an accurate figure for your FY 18 allocation at this time.

Again, the FY allocation below is an estimate only based on the assumption of level funding to the state. Should there be any fluctuation in the state allocation, it may change the actual FY 18 allocation to local level contractors. In September, 2017, a contract amendment will be processed to include a corrected Scope of Work based on the federal FOA and allocation adjustment, if indicated. **Contract amendments cannot be initiated prior to September, 2017.**

Assuming level funding, your FY18 allocation dollar amount **is $574,166** for Program ID: CPS/HAZARDS.

- The FY18 Hazards contract will be in effect from **July 1, 2017 through June 30, 2018.**
- Attached are the Budget Templates, including the Face Page, Contact Page, and Renewal Checklist.
- The submitted budget will be reviewed and processed in the order in which it is received. Please note FY18 contractors are required to provide **matching funds of 10%** of the allocation amount.
- **As a reminder**, the budget templates are locked to prevent the deletion of formulas. Budgets will only be accepted on the new budget templates labeled FY 2018 (Face Page).
- **Dollar amounts must be in whole numbers.** Budgets with dollar amounts not represented as whole numbers or inadequate justifications will be returned for revision.
- **Please limit FTEs to two decimal places.**

- **Please do not use cents or formulas in the Excel cells.**

Please complete the Budget Templates and Checklist and email the completed documents back to **deserie.burrell@dshs.state.tx.us** by **Friday, close of business, December 16, 2016.**

Please contact me regarding any questions.

Deserie Burrell, CTCM
Contract Manager
Department of State Health Services
Regional Local Health Services & Compliance Branch
DCPS/RLHS Contract Management Unit
PO Box 149347, MC1990
Austin, TX 78714

Deserie.burrell@dshs.state.tx.us
Phone: (512) 776-3967
Fax: (512) 776-7391

HEALTH DEPARTMENT GRANTS

		2017 Adopted Budget	2017 Budget Request
Estimated Revenues and Other Financing Sources			
Interfund Transfers In			
1293-391-01-000-100-6	TRANSFERS IN-GENERAL FUND	$30,460.00	$0.00
1293-391-01-000-100-7	TRANSFERS IN-GENERAL FUND	$281,083.00	$0.00
	Total Interfund Transfers In	$311,543.00	$0.00
	Total Estimated Revenues and Other Financing Sources	$311,543.00	$0.00

GENERAL FUND

		2017 Adopted Budget	2017 Budget Request
1100-491-01-000-282-0	TRANSFERS OUT-PUBLIC DEFENDERS	$0.00	$0.00
1100-491-01-000-283-0	TRANSFERS OUT-HAZARD MITIGATION	$0.00	$0.00
1100-491-01-000-284-0	TRANSFERS OUT-COPS UNIVERSAL HIRING	$0.00	$0.00
1100-491-01-000-285-0	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$0.00	$0.00
1100-491-01-000-285-7	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$88,537.00	$88,537.00
1100-491-01-000-286-0	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
1100-491-01-000-286-5	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
1100-491-01-000-286-6	TRF OUT-S.T.A.R. PRJ JUV PROB	$2,516.00	$2,516.00
1100-491-01-000-293-0	TRF OUT-BIO/EWIDS/EPA	$0.00	$0.00
1100-491-01-000-293-6	TRF OUT-BIO/EWIDS/EPA	$30,460.00	$30,460.00
1100-491-01-000-293-7	TRF OUT-BIO/EWIDS/EPA	$281,083.00	$281,083.00
1100-491-01-000-295-0	TRANSFERS OUT-JUV BOOT CAMP	$0.00	$529,916.00
1100-491-01-000-301-0	TRANSFERS OUT-CAPITAL OUTLAY	$0.00	$0.00
1100-491-01-000-315-0	TRANSFERS OUT-TXDOT PROJECTS	$0.00	$0.00
1100-491-01-000-401-0	TRANSFERS OUT-TAX NOTES, 2014	$0.00	$0.00
1100-491-01-000-444-0	TRANSFERS OUT-REF BONDS 2014B	$0.00	$0.00
1100-491-01-000-445-0	TRANSFERS OUT-CO2014	$0.00	$0.00
1100-491-01-000-446-0	TRANSFERS OUT-REF BONDS 2014	$0.00	$0.00
	Total Interfund Transfer Out	$9,174,349.00	$9,820,665.00
	Total Appropriations and Other Financing Uses	$194,269,169.84	$199,019,812.00

TRF OUT-BIO/EWIDS/EPA

1100-491-01-000-293

Object #	Object Code Description	2016 Original Budget	2017 Budget Request	2017 Adopted Budget
891	INTERFUND TRANSFERS OUT	$30,460.00	$30,460.00	$30,460.00
891	INTERFUND TRANSFERS OUT	$281,083.00	$281,083.00	$281,083.00
	TOTALS	$311,543.00	$311,543.00	$311,543.00
	SALARY EXPENSES	$0.00	$0.00	$0.00
	OPERATING EXPENSES	$311,543.00	$311,543.00	$311,543.00

AI-57429 **Emergency Management** **13. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Ricardo Saldana, EMERGENCY MANAGEMENT

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: EMERGENCY MANAGEMENT

Information

CAPTION

1. Requesting authorization for Hidalgo County Office of Emergency Management to apply for the FY 2017 State Homeland Security Program (SHSP) Grant from the State Administrative Agency.
2. Requesting authorization for the County Judge to sign the FY 2017 Homeland Security Grant Program Application.

BACKGROUND

The FY2017 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), for LRGVDC Local Governments is officially open. The LRGVDC will be allocation funds to be eligible jurisdictions based on the FY2017 HSGP guidance, eligibility requirements, and amounts received from the State Administrative Agency (SAA) for our region.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; grant application only.
No local match required.

Attachments

Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/21/2016 10:04 AM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Sandra Deleon		Started On: 11/17/2016 04:29 PM
Final Approval Date: 12/02/2016		

Lower Rio Grande Valley Development Council - Homeland Security

Notice of Intent (NOI) for FY2017 Homeland Security Funding

State Homeland Security Program (SHSP)

The NOI will open on September 26, 2016 and will close on October 26, 2016 at 12:00 PM CST.
Late NOIs will NOT be accepted. NOIs can be submitted electronically to HLS@lrgvdc.org, thank you.

Name of Agency	County of Hidalgo Office emergency Management
Point of Contact	Ricardo Saldana
Telephone #	956-318-2615
E-mail Address:	ricardo.saldana@co.hidalgo.tx.us
Alternative Contact	Belinda Alvarez
Alternate Telephone #	956-318-2615

Please read statement and check box below to verify.

I certify that the information provided in this submission is accurate and that I am authorized to submit this NOI. My agency will meet ALL the grant requirements listed below before, during and throughout the grant performance period.

- ☑ **Currently at Intermediate (or above) Emergency Management Plan (unless exempt)**
- ☑ **NIMS Compliance**
- ☑ **OMB A-133 Audit Requirements**
- ☑ **System of Awards Management (SAMS) status is current, NOT expired**

I understand that this NOI serves only as a consideration to apply for the upcoming FY2017 HSGP grant funding cycle and there is no guarantee of any funding by submitting this request.

☑ **Please check here to certify the above and this NOI.**

---

1) Name of Project Hidalgo County Interoperable Communications Expansion

2) Amount of Request: $155,000.00

3) Is your project scalable? ◉ Yes ○ No

4) Project Narrative (*Character limit 500*)

The purpose of the project is to provide radios to emergency first responders within municipal fire & law enforcement agencies in Hidalgo County, which are not already interconnected with in the Rio Grande Valley Regional Radio System. Hidalgo County is home to approximately 815,000 people and 35% of them live below the poverty level . This situation creates a large vulnerable population for the region. Local first responders often seek assistance from other municipalities or agencies .

5) Project Type:

◉ **Interoperable Communications** ○ **Regional Response Teams** ○ **Critical Infrastructure**

If your agency is part of a Regional Response Team, please provide the name of the Response Team:

Team Type: (ex: Type I, Type II, Type III) ○ Type I ○ Type II ○ Type III https://rtlt.preptoolkit.org/public

6) Will your project have a regional impact?

◉ Yes ○ No

Please explain the regional impact as identified in the THIRA that creates the need for this project and the capability gaps, as identified in the SPR and/or HSSP-IP, that will be addressed and how gaps will be addressed. *(Character limit 1500)*

Hidalgo County has identified a 20 percent gap exists among first responders regarding their communication equipment capabilities. These responders currently have no method to effectively communicate and coordinate during response and recovery activities with other local first responder or participate in coordinated activities with state or federal entities that have already transitioned to P-25 system. The state and federal agencies have seen the importance of being on the P-25 system. Give the current activities affecting the smallest of our jurisdictions. which also lack the funding to purchase radio equipment to communicate with their nearest assistance with other municipalities,county, state and federal agencies. When their resources cannot handle an incident or they need specialized support or additional experienced personnel.

7) Is your project deployable? ◉ Yes ○ No

---

8) Has your agency been on Vendor hold with HSGD during the last two plan years?

○ Yes ◉ No

If you answered "yes", was the vendor hold longer than 30 days?

○ Yes ○ No

---

9) Does your project have a terrorism component as required by HSGD?

◉ Yes ○ No

*Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that are related to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.

Please explain how . *(Character limit 1000)*

This project would provide the ability for all first responders working in the region to collaborate during incidents .This real time communication capability can : (A).faciliate a rapid response to cover from natural and man-made disasters, (b). help mitigate the consequences of emergencies, and (C). better protect the critical infrastructure and key resources located in the region. Reduce the Vulnerability to Natural Disasters, Criminal and Terrorist attacks and Catastrophic Events.

ist planned EQUIPMENT expenditures with AEL codes and cost estimates for each equipment type. AEL odes can be found at the following link:

ttps://www.fema.gov/authorized-equipment-list

Equipment Description	AEL Code (##xx-##-xxx)	Unit Cost	Quantity	Total
Portable Radios	06CP-01-PORT	3200.00	25	80,000.00
Base Station	06CP-01-BASE	4500.00	4	18,000.00
Mobile Radios	06CP-01-MOBL	3800.00	15	57,000.00
			Grand Total:	$155,000.00

LRGVDC MAIN OFFICE
301 W. Railroad ST.
Weslaco, TX 78596
(956) 682-3481
Points of Contact:
Dennis Moreno
Jayni Saenz
Manuel Cruz

AI-57615 **Urban County** **14. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Consideration and approval of a construction contract change order for the General Land Office (GLO) Contract No. 12-406-000-6453 for the Delta Area Connector East Lateral Project Ph. I. The Change Order will increase the current construction contract with Saenz Brothers Construction, LLC in the amount of $535,900.00.
2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 12-406-000-6453.

BACKGROUND

The increase in construction contract price is due to bulk hauling and excavation from SH 107 to Mile 15 a total of 233,234 cubic yards. Funding for this change order increase is being committed by HCDD # 1. Also being requested are an additional 90 days to complete the additional services.

Current Contract Amount: $2,871,013.80
Change Order # 1: $535,900.00
Total Contract Amount: $3,406,913.80

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 03:26 PM

Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Sandra Regalado		Started On: 12/02/2016 02:00 PM
Final Approval Date: 12/02/2016		

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer:	Owner (Contractor Locality):	Contractor:
(Name & Address) Dos Logistics Inc. 1002 E. Expy 83 Weslaco, Texas 78596 Phone No.: 956-968-8800	(Name & Address) HC Urban County Program 427 E. Duranta Ave. Suite 107 Alamo, Texas 78516 Phone No.: 956-787-8127	(Name & Address) Saenz Brothers Const. 3226 N. Victoria Road Donna, Texas 78537 Agreement Date: 12/1/16 Phone No.: 956-464-3400
Date: Project Code No.: Bid Package No.: 6540-62-0309-5200-6200-SR	Contract For (Project Description): East Lateral Drainage Improvements Project Ph. I	GLO Contract No.: 12-406-000-6453 DRS210068 Change Order No.: 1

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Bulk Hauling and Excavation from FM107 to Mile 15 233,234 cubic yards		$535,900.00

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$ 2,871,013.80	Original Contract Time:	365 days
Previous Change Order(s): No. 1 to No.	$ 0	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	$ 2,871,013.80	Contract Time Prior to this Change Order:	365 days
Net Increase/Decrease of this Change Order:	$ 535,900.00	Net Increase/Decrease of this Change Order:	90 days
Contract Price With all Approved Change Orders:	$ 3,406,913.80	Contract Time With all Change Orders:	455 days
Cumulative Percent Change in Contract Price (+/-):	18.66 %	Grantee Contract End Date: (mm/dd/yy)	05 / 10 / 2017
Construction Contract Start Date: (mm/dd/yy)	05 / 10 / 2016	Construction Contract End Date: (mm/dd/yy)	08 / 10 / 2017

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:
By: Juan M. Gamez
ENGINEER
Dos Logistics Inc
Date: 12/2/16

APPROVED:
By: Ramon Garcia
OWNER
Hidalgo County
Date: _____

ACCEPTED:
By: Fernando Saenz
CONTRACTOR
Saenz Brothers Constuction
Date: 12/2/16

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	☒ Increase	☐ Decrease	☐ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☐ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		☐ Yes	☐ No
If "No", explain:			
Negotiated out of scope line item			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		☐ Yes	☒ No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		☒ Yes	☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only)		☐ Yes	☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable)		☐ Yes	☒ No
9. Are other Disaster Recovery contractual special condition clearance still valid?		☒ Yes	☐ No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT.	DATE: December 2, 2016
Hidalgo County Urban County Program 427 E. Duranta Ave. Suite 107 Alamo, Texas 78516	CHANGE ORDER NO. 1
CONTRACTOR/FIRM (Name & Address) Dos Logistics Inc. 1002 E. Expy 83 Weslaco, Texas 78596 Phone #: (956) 968-8800	PROJECT/NAME/ACCT. NO. East Lateral Drainage Improvements Project Ph. I 6540-62-0309-5200-6200-SR

You are hereby requested to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments		Quantitative Deletion
X	Unit Prices	X	Time Extension
	Quantitative Addition		Other

REASON:

Change order due to Bulk Hauling and Excavation from FM107 to Mile 15 a total of 233,234 cubic yards

Contract price prior to change order . . . . . $ 2,871,013.80

Net Increase/Decrease of this Change Order . . . . . $ 535,900.00

Contract Price with Change Order . . . . . $ 3,406,913.80

Increase/Decrease in time additional 90 days.

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

12/2/16

PROJECT ENGINEER SIGNATURE — DATE

JUAN M, GAMEZ

PRINTING NAME — DATE

12/2/16

CONTRACTOR'S SIGNATURE — DATE

FERNANDO SAENZ

PRINTING NAME — DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

☐	Scope Increase	X	Quantitative Addition/Deletion
☐	Scope Decrease	☐	Final Quantitative Adjustment
☐	L/M Beneficiary Change/Impact	A	Other – New Contract end date 8/10/17
☐	Environmental Impact		

☐ Approved ☐ Disapproved

Title: County Judge

Signature: Ramon Garcia Date:

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer: (Name & Address) Dos Logistics Inc. 1002 E. Expy 83 Weslaco, Texas 78596 Phone No.: 956-968-8800	Owner (Contractor Locality): (Name & Address) HC Urban County Program 427 E. Duranta Ave. Suite 107 Alamo, Texas 78516 Phone No.: 956-787-8127	Contractor: (Name & Address) Saenz Brothers Const. 3226 N. Victoria Road Donna, Texas 78537 Agreement Date: 12/1/16 Phone No.: 956-464-3400
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HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

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Net Increase/Decrease of this Change Order . . . . . $ 535,900.00

Contract Price with Change Order . . . . . $ 3,406,913.80

Increase/Decrease in time additional 90 days.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

December 2, 2016

Ms. Diana Serna
Hidalgo County Urban County Director
427 E Durante Ave., Suite 107
Alamo, Texas 78516

Re: Urban County and GLO - East Lateral Project

Dear Ms. Serna,

Please accept this letter as a commitment from Hidalgo County Drainage District #1 to reimburse Urban County for Excavation and Hauling Services for the Delta Area Connector (from Highway 107 to Mile 15) relating to the increase in the current construction cost with Saenz Brothers Constructions in the amount of $535,900.

This commitment is based on the Interlocal cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No.1 that was approved by the Board on February 4th, 2015. And, is in addition to the amount previously committed by the District on October 3, 2016,

Should you have any questions, please feel free to contact me at 956-292-7080

Respectfully submitted,

Lora Briones

Chief Financial Officer

AI-57545 **Urban County** **14. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to: HB 1295 Compliance." Requesting authority to purchase playground equipment through the County's Membership/Participation with BuyBoard's awarded vendor, Park Place Recreation Designs, Inc. (contract # 512-16), in the amount of $19,434.60 for the Las Flores del Valle Park located in Mercedes (FY 2016).

BACKGROUND

The playground equipment purchased will be utilized at the Las Flores del Valle Park located in Mercedes. See attached quote and back up documentation.

Vendor: Park Place Recreation Designs, Inc.
Purchase Amount: **$19,434.60**
Funds Available: $46,456.00 FY 29 (2016) Parks, Recreational Facility

---

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/01/2016 02:19 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Olga Lerma		Started On: 12/01/2016 11:00 AM
Final Approval Date: 12/02/2016		

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: BuyBoard
Name: Park Place Recreation Designs, Inc.

Contacted: Bob Ahrens
512-16 Phone: 1-800-626-0238

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Miracle Sale Price	Total Amount
1	#714-S437J Playscape	1	23,402.00	19,892.00	16,990.00	16,990.00
2	#1266 Inground Punched Steel Bench 6'	2	402.00	381.90	355.00	710.00
3	#1116 Portable Punched Steel Picnic Table 6'	2	774.00	735.30	735.30	1,470.60
	Shipping/Freight (Applies to #1116 only)		1,829.00	1,829.00	264.00	**264.00**
					TOTAL	**19,434.60**

Recommendation: The City recommends purchase of the Playscape on Sale for the Las Flores Del Valle Park.

Requested By: Olga Rosas 11/14/16
(USE BLUE INK) Date

(USE BLUE INK) 11-29-16
Date



PARK PLACE
RECREATION DESIGNS, INC.
210-821-5878 • 800-626-0238
FAX: 210-832-0115
www.miracleparkplace.com

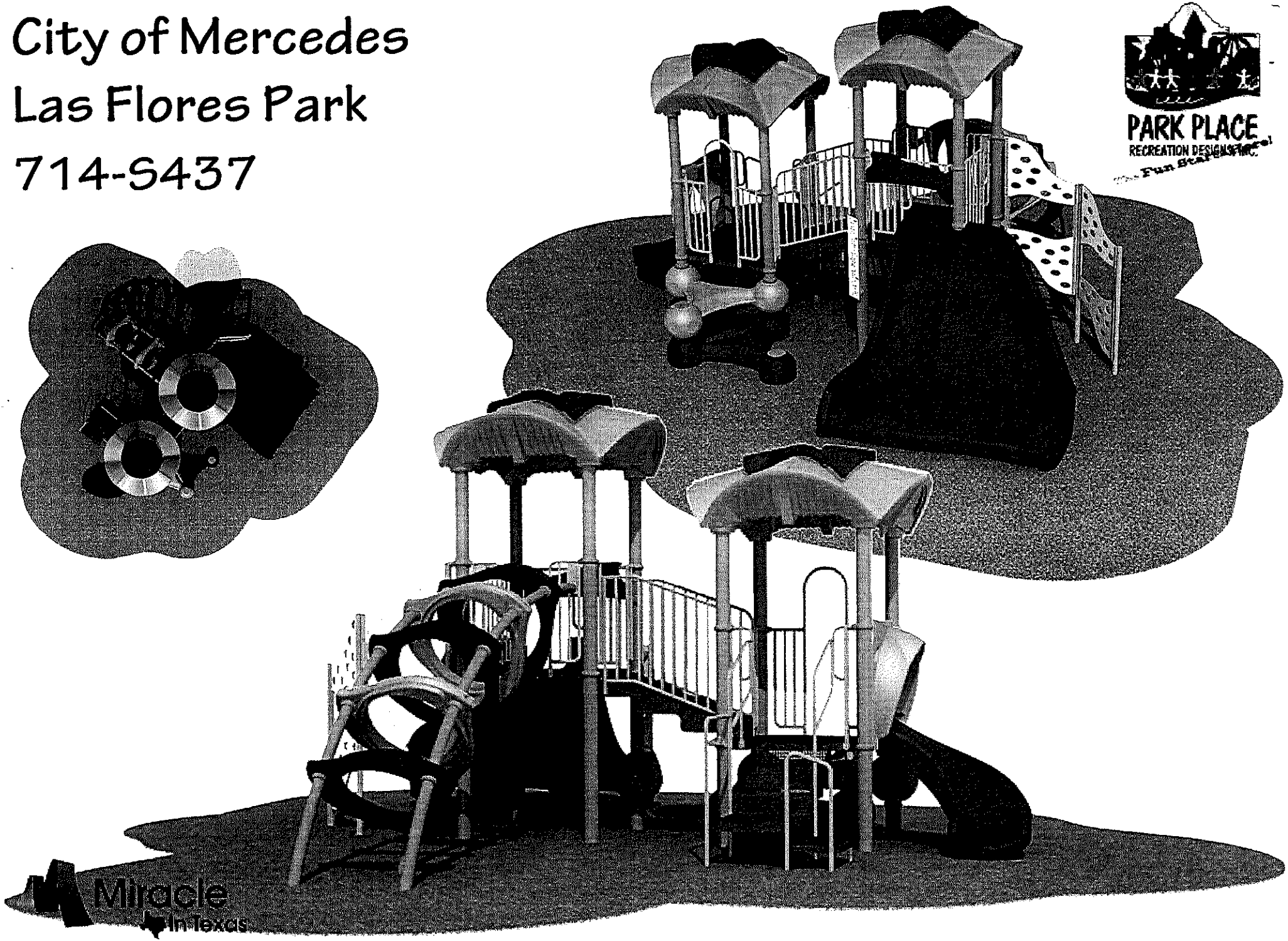
BuyBoard® Cooperative Purchasing
Approved Vendor-Proposal # 512-16
www.buyboard.com

City of Mercedes
Las Flores Park
Quote 0916-0856
10-Nov-16

Park Place Recreation Designs, Inc
PO Box 18186
San Antonio, TX 78218
800-626-0238 Fax 210-832-0115

QTY	DESCRIPTION	LIST PRICE	BUY BOARD PRICE (#512-16)	MIRACLE SALE PRICE	
1	#714-S437J Kids Choice	$ 23,402.00	$ 19,892.00	$ 16,990.00	✓
2	#1266 6' Inground Punched Steel Bench	$402.00 Each $804.00 for 2	$381.90 Each ✓ $763.80 for 2	$355.00 Each $710.00 for 2	5% additional 5% discount
2	#1116 6' Portable Punched Steel Table	$774.00 Each $1,548.00 for 2	$735.30 Each ✓ 1,470.60 for 2	$735.30 Each $1,470.60 for 2	
	Shipping-no BuyBoard discount	$ 1,829.00	$ 1,829.00	$ 264.00	
	GRAND TOTAL	$ 27,583.00	$ 23,955.40	$ 19,434.60	✓

City of Mercedes
Las Flores Park
714-S437



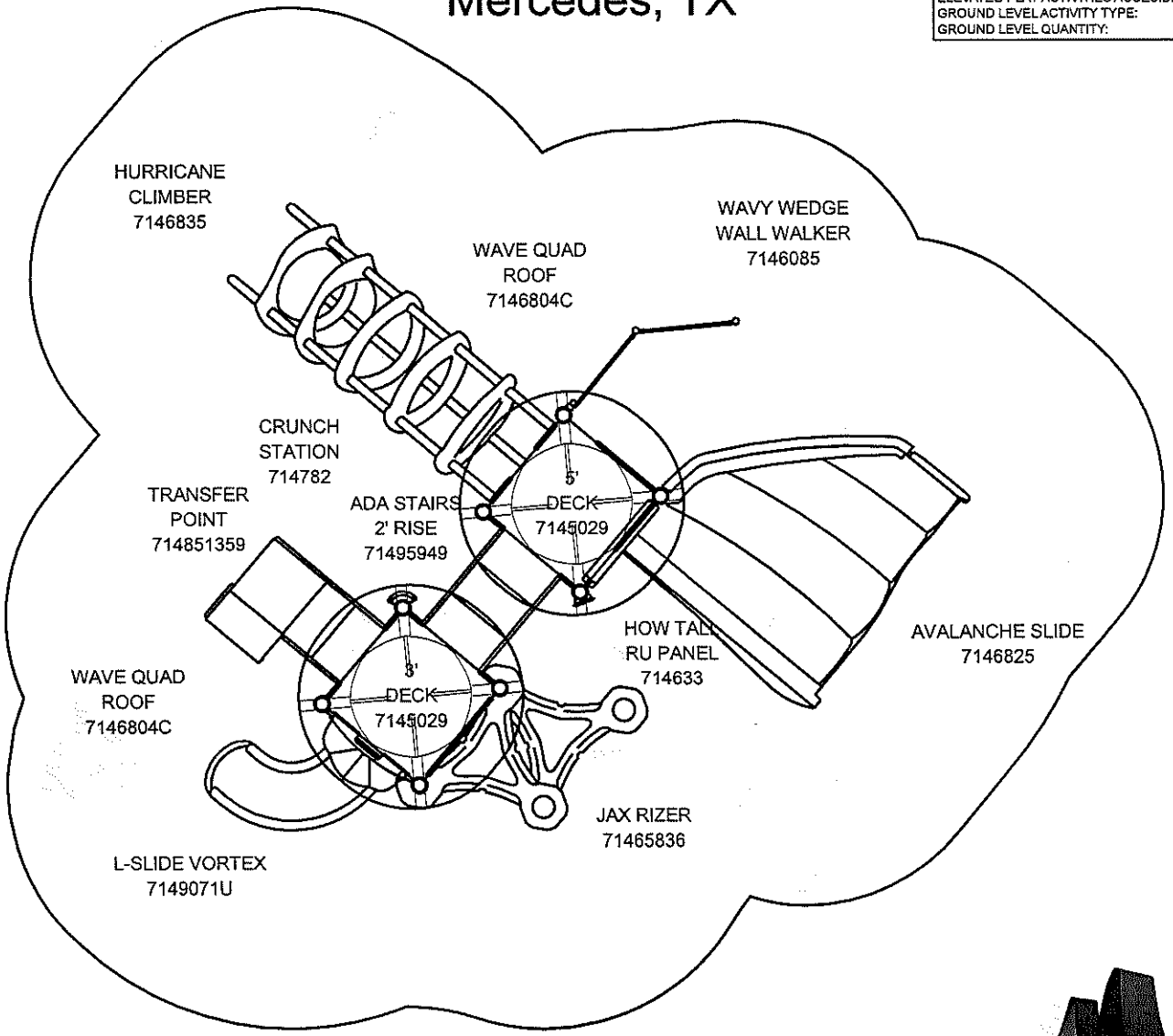
PARK PLACE
RECREATION DESIGN, INC.
Fun Scapes!

Miracle
in Texas

City of Mercedes 714-S437
Mercedes, TX

AGE GROUP: 5-12			
ELEVATED PLAY ACTIVITIES - TOTAL: 5			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	5	REQ'D	3
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	2	REQ'D	2
GROUND LEVEL QUANTITY:	2	REQ'D	2

FOR KIDS AGES **5-12** YEARS



INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION — IPEMA CERTIFIED to ASTM F1487

To verify product certification, visit www.ipema.org

Miracle

PARK PLACE RECREATION DESIGNS, INC.

P.O. Box 18186
San Antonio,TX

PHONE NO: (210) 821-5878
FAX NO: (210) 832-0115

009_42668609778

GROUND SPACE: 25'-6" x 22'-6"

PROTECTIVE AREA: 37'-0" x 32'-6"

DRAWN BY:

DATE: 10/25/2016

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

Vendor Contract Information

Back

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Park Place Recreation Designs Inc.
[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Park Place Recreation Designs Inc.
Address:	4225 Woodburn Drive San Antonio, TX 78218
Phone Number:	(210) 821-5878
Email:	marilyn@miracleparkplace.com
Website:	http://www.miracleparkplace.com
Federal ID:	74-2336170
Contact:	Marilyn Ahrens
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Parks and Recreation Equipment and Field Lighting Products and Installation
Contract Description:	Playground, skate park, aquatic/waterpark equipment; safety surface products; park furnishing/fountains; shade canopies; lake/river/waterway docks; outdoor bleachers; scoreboards/marquees/signs; portable restrooms/shelters; service/repair & installation
Contract#:	512-16
Effective Date:	10/01/2016
Expiration Date:	09/30/2019
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 13, 15, 20
States Served:	Texas
Additional Info:	EDGAR Compliance documents (2 CFR Part 200 & Appendix II) are included in the Venc response document, and can be found in the Vendor Proposal File link near the bottom o page.
Quote Reference Number:	512-16
Return Policy:	20% restocking fee plus freight

Contract Documents

EDGAR Notice:	Click to view EDGAR Notice
Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory
Proposal Files:	Click to view Vendor Proposal Files Documents

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Park Place Recreation Designs Inc. [X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
Park Place Recreation Designs Inc.	Hourly Labor Rate for Installation/Repair Service of Playground Equipment and Products Line Item 19
Park Place Recreation Designs Inc.	Hourly Labor Rate for Installation/Repair Service of Bleachers and Seating Systems Line Item 22
Park Place Recreation Designs Inc.	Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products Line Item 25
Park Place Recreation Designs Inc.	5% Discount Off UPC Parks pricelist for Playground Equipment, Attachments, and Accessories. Line Item 7
Park Place Recreation Designs Inc.	5% Discount Off Synthetic Turf Internation pricelist for Playground Safety Surfacing Line Item 11
Park Place Recreation Designs Inc.	5% Discount Off SYN Lawn Synthetic Turf pricelist for Playground Safety Surfacing Line Item 11
Park Place Recreation Designs Inc.	5% Discount Off Park Environments pricelist for All Other Parks and Recreation Equipment/Products, Attachments, and Accessories. Line Item 16
Park Place Recreation Designs Inc.	5% Discount Off Outdoor Fit Systems pricelist for All Other Parks and Recreation Equipment/Products, Attachments, and Accessories. Line Item 16
Park Place Recreation Designs Inc.	5% Discount Off New Earth Kidde Cushion pricelist for Playground Safety Surfacing Line Item 11
Park Place Recreation Designs Inc.	5% Discount Off Miracle Recreation-Sun Shades pricelist for Shade Canopies and Structures, Attachments, and Accessories. Line Item 12
Park Place Recreation Designs Inc.	5% Discount Off Miracle Recreation-Pool Slides pricelist for Water Park Products, Attachments, and Accessories Line Item 15
Park Place Recreation Designs Inc.	5% Discount Off Miracle Recreation pricelist for Repair/Replacement Parts on Parks and Recreation Products Line Item 17
Park Place Recreation Designs Inc.	5% Discount Off Miracle Recreation pricelist for Playground and Park Amenities (tables, benches, litter receptacles and similar related equipment). Line Item 10
Park Place Recreation Designs Inc.	5% Discount Off Miracle Recreation pricelist for Outdoor Bleacher and Seating Systems, Attachments, and Accessories. Line Item 3
Park Place Recreation Designs Inc.	5% Discount Off Miracle Recreation pricelist for Aquatic Playground and Pool Equipment, Attachments, and Accessories. Line Item 1
Park Place Recreation Designs Inc.	5% Discount Off Miracle Recreation pricelist for All Other Parks and Recreation Equipment/Products, Attachments, and Accessories. Line Item 16
Park Place Recreation Designs Inc.	5% Discount Off Freenotes Harmony Park pricelist for All Other Parks and Recreation Equipment/Products, Attachments, and Accessories. Line Item 16
Park Place Recreation Designs Inc.	5% Discount Off Flexiturf LLC Poured-In-Place pricelist (Poured-In-Place Only) for Playground Safety Surfacing Line Item 11

Vendor	Description	F
Park Place Recreation Designs Inc.	5% Discount Off Elephant Play pricelist for Playground Equipment, Attachments, and Accessories. Line Item 7	
Park Place Recreation Designs Inc.	5% Discount Off Climbinet pricelist for Playground Equipment, Attachments, and Accessories. Line Item 7	
Park Place Recreation Designs Inc.	15% Discount Off Miracle Recreation pricelist for Playground Equipment, Attachments, and Accessories. Line Item 7	

Extended Product Information

Reference Number: 512-16

Vendor Website: http://www.miracleparkplace.com

Full Description: 15% Discount Off Miracle Recreation pricelist for Playground Equipment, Attachments, and Accessorie

Park Place Recreation Designs Inc.	11% Discount Off Bison Inc. pricelist for Playground Sports Equipment Line Item 8
Park Place Recreation Designs Inc.	10% Discount Off Groundsmart Rubber Mulch pricelist for Playground Safety Surfacing Line Item 11
Park Place Recreation Designs Inc.	0% Discount Off Fibrart pricelist for Water Park Products, Attachments, and Accessories Line Item 15

Showing 1 to 24 of 24 entries

First Previous 1 Next Last

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-140636

Date Filed:
11/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Park Place Recreation Designs, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Mercedes Parks Recreation Facility Improvement Project

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5015-50-0306-5000-5000
Parks Recreation Facility Improvement Project-Las Flores Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Marilyn Ahrens
Signature of authorized agent of contracting business entity

NATHAN C. HASTINGS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-11-2019

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marilyn Ahrens, this the 29th day of November, 20 16, to certify which, witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
NATHAN C. HASTINGS
My Commission Expires
June 11, 2019

Nathan C Hastings
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-140636

Date Filed:
11/29/2016

Date Acknowledged:
12/02/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Park Place Recreation Designs, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Mercedes Parks Recreation Facility Improvement Project

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5015-50-0306-5000-5000
Parks Recreation Facility Improvement Project-Las Flores Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-57508 **Urban County** **14. C.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with RG Enterprises, LLC dba G&G Contractors in the amount of $637,235.00 (base bid). UCP Fiscal Years 27 - 29 (2014 - 2016) Precinct No. 2 Other Public Facility and Improvement funds will be utilized.

BACKGROUND

The bid opening was held on October 26, 2016 and the lowest responsible bidder meeting all specifications and/or requirements was RG Enterprises, LLC dba G&G Contractors. Project consists of the construction of a Community Resource Center (CRC) Youth Facility in the Precinct 2 area. Attached is the letter of recommendation by the project manager, contractor's general liability insurance and HB 1295 form.

Contractor: **RG Enterprises, LLC dba G&G Contractors**
Contract Amount: **$637,235.00**

Funds Available: $313,653.16 FY 27 (2014) Other Public Facility and Improvements
$298,523.28 FY 28 (2015) Other Public Facility and Improvements
$ 75,000.00 FY 29 (2016) Other Public Facility and Improvements
Total: $ 687,176.44

Fiscal Impact

Attachments

Contract RG Enterprises LLC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 02:45 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Olga Lerma Started On: 11/29/2016 01:57 PM

Final Approval Date: 12/02/2016

B2Z ENGINEERING

RECEIVED
NOV 21 2016
Urban County Program

October 31, 2016

Ms. Diana R. Serna
Director
Hidalgo County Urban County Program
427 E. Duranta Ave.
Suite 107
Alamo, TX 78516

RE: Project No. **5014/15-92-0300-5000-9200-UCP-ML**
Hidalgo County Precinct 2 Community Resource Center (CRC) Youth Facility Project
Official Bid Tabulation & Contractor Recommendation

Dear Ms. Serna,

We have tabulated the official bid amounts for the three responsive bidders and analyzed the bids for errors and omissions. As per the recommendation of Hidalgo County Precinct 2 and Hidalgo County Urban County, the decision was made to ***exclude the (3) alternates and use only the base bid amount*** for purposes of review and recommendation.

Enclosed for your review and approval is a copy of the tabulation of bids for all bidders. We have thoroughly evaluated all bids and based on the information provided we recommend awarding the contract to the low bidder, RG Enterprises, LLC dba G&G Contractors, with a bid of ***Six Hundred Thirty-Seven Thousand Two Hundred Thirty-Five Dollars ($637,235.00)***. We have determined RG Enterprises, LLC dba G&G Contractors to be both responsive and responsible.

If you have any questions or concerns, please contact me at (956) 585-3773.

Sincerely,

Carlos Del Angel, PMP
Senior Construction Manager

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

"Pct. 2 Community Resource Center (CRC) Youth Facility Project"
Official Tabulation Sheet

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: October 26, 2016	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Pct 2 Community Resource Center (CRC) Youth Facility Project"

BID NO: 5014/15-92-0300-5000-9200-UCP-ML

No	NAME OF COMPANY	BASE BID	ALT. #1	ALT. #2	ALT. #3	Total Bid Amount	Addendum	BID BOND OR CHECK
#1	Vision Construction	$993,752.21	$4,615.70	$3,886.50	$26,959.44	$1,029,213.85	Yes	Yes
#2	**RG Enterprises LLC dba G&G Contractors**	**$637,235.00**	$30,000.00	($7,500.00)	$25,000.00	$684,735.00	Yes	Yes
#3	Jeffrey Erickson Construction LLC	$642,739.00	$17,268.00	($3,850.00)	$40,810.00	$696,967.00	Yes	Yes

OPENED
9:36 10-26-16

EXHIBIT "B"

BID PAGE

Witnessed

Hidalgo County – Urban County Program
Pct 2 – Community Resource Center (CRC) Youth Facility Project
Bid No.: 5014/15-92-0300-5000-9200-UCP-ML

SCOPE OF WORK DESCRIPTION:
Construction of the Precinct No. 2 Community Resource Center Youth Facility in San Juan, Texas

BID PRICE: $ 637,235.00

ALTERNATE PRICE: $ 62,500.00 (Total of Alt 1, 2 & 3)

BIDDER/COMPANY NAME: RG Enterprises, LLC dba G&G Contractors

ADDRESS: 711 E. Wisconsin Rd.

CITY/STATE/ZIP CODE: Edinburg, Tx 78539

PHONE & FAX NO.'S: 956-283-7040-Phone 956-259-8046-Fax

CELLULAR #: 956-929-1567

AUTHORIZED SIGNATURE:

PRINTED NAME: Rene Garza

TITLE: Owner

CONSTRUCTION CONTRACT

This Agreement entered into this **December 6, 2016** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **RG Enterprises LLC dba G & G Contractors (a limited liability company)** (a partnership) (an individual) of **Edinburg,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Pct. 2 Community Resource Center (CRC) Youth Facility**
PROJECT No.:	**5014/15-92-0300-5000-9200-UCP-ML**
PROJECT DESCRIPTION:	**Construction of the Pct. 2 CRC Youth Facility**

heinafter called the project, for the sum of **($637,235.00) Six Hundred Thirty-Seven thousand dollars two hundred and thirty five dollars and no cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **L & G Engineering** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(120) One hundred twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Rene Garza, Jr.
RG Enterprises LLC dba G & G Contractors

Name of Firm: RG Enterprises LLC dba G & G Contractors

Address: 5125 S. US Hwy 281
Edinburg, TX 78539

Federal I.D./S.S.: 80-0906079

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual) (limited liability company)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: April 28, 2016

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 3/7/2016

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539
(956)381-0951

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
R G ENTERPRISES, LLC
G & G CONTRACTORS
5125 S US HWY 281 STE 1
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	39020
INSURER B: TEXAS COUNTY MUTUAL	24392
INSURER C: TEXAS MUTUAL INS CO	22945
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/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	3ED8689	03/16/16	03/16/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/16	03/14/17	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03-15-16	03-15-17	WC STATU-TORY LIMITS [X] 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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CONSTRUCTION CONTRACTOR
5014/15-92-0300-5000-9200-UCP-ML

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 Duranta Ave. Ste. 107
Alamo, Tx 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL_____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Eddie Villarreal(1942363) 2167 S Mccoll Rd Edinburg TX 78539-8208	PHONE (A/C, No, Ext): 956-381-0951	FAX (A/C, No): 956-318-0237
	E-MAIL ADDRESS: evillarreal@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RG ENTERPRISES LLC 5125 S US HWY 281 STE 1 EDINBURG TX 78539	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D: Farmers Texas County Mutual Insurance Company	24392
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS	Y		604891354	03/14/2016	03/14/2017	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? ☐ N/A (Mandatory in NH)						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 CHEVROLET SILVERADO; VIN: 2GCEK13M681137898

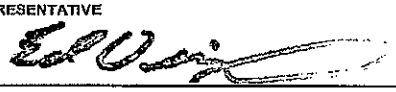
CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUSINESS HIGHWAY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-128499

Date Filed:
10/25/2016

Date Acknowledged:
11/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5014/15-92-0300-5000-9200-UCP-
Pct 2 Community Resource Center Youth Facility Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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Date Filed:
10/25/2016

Date Acknowledged:

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RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

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Hidalgo County Urban County Program

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5014/15-92-0300-5000-9200-UCP-
Pct 2 Community Resource Center Youth Facility Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rene Garza, this the 26 day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Irma H Rodriguez	Notary

VG-120-2016-2698717

Doc-2698717

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2698717

Recorded On: March 29, 2016 04:46 PM

Billable Pages: 1

Number of Pages: 2

*******Examined and Charged as Follows*******

Total Recording: 36.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document No: 2698717
Receipt No: 20160329000580
Recorded On: March 29, 2016 04:46 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Record and Return To:
RG ENTERPRISES LLC
5125 S. US HIGHWAY 281
ORIGINAL RETURN TO CUSTOMER
EDINBURG TX 78539

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Doc-2698717

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

RG Enterprises, LLC , dba G&G Contractors

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

03/29/2016
Date

Rene Garza

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: Rene Garza
Title: Owner
DUNS No. : 969383624
Telephone Number: 956-283-7040
Date: 10/26/2016

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**********UCP STAFF ONLY**********

VERIFICATION

DATE VERIFIED ON SAM: 11/22/16

HAS ACTIVE EXCLUSIONS? _____YES ✓ NO

UCP COORDINATOR NAME: Monica Leal

UCP COORDINATOR SIGNATURE: Monica Leal

Monica Leal
LOGOUT

Search Results

Quick Search Results

Your search returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity | G&G CONTRACTORS

Status: **Active**

DUNS: 969383624
Has Active Exclusion?: No
Expiration Date: 06/08/2017
Purpose of Registration: All Awards

CAGE Code: 6QX63
DoDAAC:
Delinquent Federal Debt? No

View Details

Glossary

Search Results
Entity
Exclusion
Search Filters
By Record Status
By Record Type

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

AI-57502 **Urban County** **14. D.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if applicable, the Urban County Program, on behalf of the City of Peñitas, is requesting approval of a best and final negotiated contract for professional engineering services with Hinojosa Engineering, Inc. in the amount of $30,000.00.
2. Requesting approval of Work Authorization No. 1- "Granejo Parks, Recreational Facility Improvements" in the amount of $30,000.00.

BACKGROUND

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm of Hinojosa Engineering, Inc. for the purpose of professional engineering services for the Granjeno Parks, Recreational Facility Improvements Project. See attached negotiated contract and Work Authorization No. 1.

CONTRACT AMOUNT: $30,000.00

FUNDS AVAILABLE: $250,000.00 2016- Granjeno Parks, Rec. Fac. Imp.

Fiscal Impact

Attachments

Agreement Hinojosa Engineering
Hinojosa Engineering Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 02:39 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Olga Lerma		Started On: 11/29/2016 10:55 AM
Final Approval Date: 12/02/2016		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **6th Day of December, 2016** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Hinojosa Engineering, Inc. of Mission,** a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering 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 engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Granjeno- 2016 Street Improvement.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. **Scope of Services.** The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. **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.

3. **Term.** This Agreement is for a period of **one (1) year**, effective **December 6, 2016,** and will expire **December 5, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. 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 Engineer 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. Engineer 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 Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. **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 Engineer, or of a subcontractor, the Engineer 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.

6. 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 Engineer. 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 Engineer, the County shall require the Engineer 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 Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's 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.

7. Reporting. The Engineer 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.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer 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 Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. 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 Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer 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 Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer 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 Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer'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 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 Authorization as provided by Exhibit "D",

attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

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 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer 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 Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer 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. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer 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 Engineer of any responsibilities under this Agreement.

13. 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 Engineer.

14. Insurance. Engineer 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.

15. 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 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.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. 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.

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer 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 Engineer.

19. **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.

20. **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 Engineer, and not otherwise.

21. **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.

22. **Hold Harmless.** In the event Engineer 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, Engineer 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 Engineer'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.

23. **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.

24. **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: **Hidalgo County Urban County**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **Hinojosa Engineering, Inc.**
Attn: Ricardo Hinojosa, P.E.
108 W. 18th Street,
Mission, Texas 78572

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.

25. 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.

26. 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.

27. 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.

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

ENGINEER:
Hinojosa Engineering, Inc.

By: _____

Printed Name Ricardo Hinojosa, P.E.

Title: President

Approved by Commissioners' Court on: December 6, 2016

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, 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 Engineer
EXHIBIT C -Engineer's Rates
EXHIBIT D -Work Authorization Form
EXHIBIT E -Supplemental Agreement Form
EXHIBIT F -Certificates of Insurance

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 Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer 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 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 Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT "B"

Scope of Services to be provided by the Engineer

(Description of Services)

City of Granjeno 2016 City Parks, Recreational Facility Improvements

Hinojosa Engineering, Inc. will provide Engineering and Surveying Services that consists of the design of the City of Granjeno 2016 City Parks, Recreational Facility Improvements, in Granjeno, Texas.

Scope of Work:

* Lighting throughout park premises

*Landscaping

*Installation of Sprinkler System

*Sand Volleyball Court

*Canopy at Volleyball Benches

* BBQ Area Canopies

* Playground Equipment

- •Exercise Station
- •Playground Canopy
- •Playground Bubble Riders, etc.
- •Timber
- •Extra Mulch

*Perimeter Fencing

*(1) Water Fountain

*Asphalt Survey

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2017

Urban County Program
Guadalupe V. Garcia
UCP Coordinator II
Pharr, Texas 78577

November 16, 2016

Re: City of Granjeno 2016 City Parks, Recreational Facility Improvements

Hinojosa Engineering is willing to accept for Engineering Services $25,500.00 (Twenty-five Thousand Five Hundred Dollars), Surveying Services $4,500.00 (Four Thousand Five Hundred Dollars) , for a total fee of $30,000.00 (Thirty Thousand Dollars), as our best and Final offer.

Hinojosa Engineering, Inc. would like to thank you for considering our firm for this important project.

If you should have any questions, please do not hesitate to contact my office at (956)581-0143.

Respectfully Submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

108 W. 18TH STREET • MISSION, TEXAS 78572 • TEL (956) 581-0143 • FAX (956) 581-2074

EXHIBIT "C"

Hinojosa Engineering, Inc.

Structural •Civil •Surveying

HOURLY RATES FOR 2016

2016 City Parks, Recreational Facility Improvements

1. Principal	$180.00/HR.
2. Project Manager	$150.00/HR.
3. Engineer	$140.00/HR.
4. EIT Engineer/Intern	$125.00/HR.
5. CADD Technician	$75.00/HR.
6. RPLS	$120.00/HR.
7. Survey Crew	$100.00/HR.
8. Clerical	$55.00/HR.

EXHIBIT D
Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

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, **Hinojosa Engineering, Inc.** professional engineers of **Mission ,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

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 4 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. **5016-30-0311-5000-3000-UCP-GVG**
Purchase Order 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 Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1** .

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

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 _____**, 2016.**

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

THE ENGINEER:
Hinojosa Engineering, Inc.

_____
By: Ricardo Hinojosa, P.E., President

ATTACHMENTS:
EXHIBIT A: -Scope of Services to be provided by County
EXHIBIT B: -Scope of Services to be provided by Engineer
EXHIBIT C: -Work Schedule
EXHIBIT D: -Estimated Project Cost

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 Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer 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 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 Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT "B"

Scope of Services to be provided by the Engineer

(Description of Services)

City of Granjeno 2016 City Parks, Recreational Facility Improvements

Hinojosa Engineering, Inc. will provide Engineering and Surveying Services that consists of the design of the City of Granjeno 2016 City Parks, Recreational Facility Improvements, in Granjeno, Texas.

EXHIBIT "C"

WORK SCHEDULE

Project – City of Granjeno 2016 City Parks, Recreational Facility Improvements

Client – City of Granjeno

Project # - 16-165

Task	Estimate Schedule
1. Preliminary Investigation Report	December 2016
2. 100% Final Investigation Report	December 2016
3. Schematic Design	January 2017
4. Design Development	January 2017
5. Construction Document 30%	February 2017
6. Construction Document 60%	February 2017
7. Construction Document 100%	March 2017
8. Advertisement for Bid	To be established by Owner
9. Bid Closed	To be established by Owner
10. Review Bids and present to County Commission	To be established by Owner
11. Pre Construction Meeting	To be established by Owner
12. Construction Phase	April 2017

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING 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 **Hinojosa Engineering, Inc.** Professional Engineers of, **Mission,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20____** concerning Engineering for **Professional Engineering Services** 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 **Engineer** 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 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 OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

THE ENGINEER:
Hinojosa Engineering, Inc.

_____
By: Ricardo Hinojosa, P.E., President

LIST OF ATTACHMENTS

(as required)

HINOENG-01 CANPA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2016

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
5801 N 10th St Ste 600
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS: shepard@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Co	31325
INSURER B : Continental Western Ins Co	10804
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hinojosa Engineering Inc
108 W 18th St
Mission, TX 78572

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CPA4672413-12	08/21/2016	08/21/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CPA4672413-12	08/21/2016	08/21/2017	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUA4672414-12	08/21/2016	08/21/2017	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $						Pers/Adv Injury	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 E. Duranta Ave Suite 107
Alamo, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number:

Date Entered: 10/28/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2016

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	Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572
CONTACT NAME:	Carl Davis
PHONE (A/C, No, Ext):	(956) 581-9838
FAX (A/C, No):	(956) 519-1524
E-MAIL ADDRESS:	davisinsuranceagency@yahoo.com
INSURED	Hinojosa Engineering, Inc. 108 W. 18th St. Mission, TX 78572

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TEXAS MUTUAL INSURANCE ASSOCIATION	
INSURER B: HCC Specialty Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001296035	10/23/2016	10/23/2017	X PER STATUTE / OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY			HSI1620146	02/15/2016	02/15/2017	CLAIMS MADE	1,000,000
							AGGREGATE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
427 E. Duranta Ave.
Suite 107
Alamo, TX 78516

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 W. Carl Davis

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-128342

Date Filed:
10/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hinojosa Engineering, Inc.
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
City of Granjeno 2016
City Parks, Recreational Facility Improvements Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MAYELA G. DUQUE
MY COMMISSION EXPIRES
January 13, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ricardo Hinojosa, this the 26th day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Mayela G Duque	Mayela G. Duque	Secretary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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CERTIFICATION OF FILING

Certificate Number:
2016-128342

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10/25/2016

Date Acknowledged:
10/27/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hinojosa Engineering, Inc.
Mission, TX United States

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Hidalgo County Urban County Program

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City Parks, Recreational Facility Improvements Engineering Services

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		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-57512 **Head Start** **15. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Amend the Hidalgo County Head Start Program 2016-2017 Program Calendar to Reflect the Approved Hidalgo County Holiday Schedule for Monday, January 2, 2017 - New Year's Day

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 02:51 PM
Linda Flores	Linda Flores	11/29/2016 02:59 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Linda Galaviz		Started On: 11/29/2016 02:36 PM
Final Approval Date: 12/02/2016		

AI-57355 **Head Start** **15. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Plan for Disposition of Granjeno Building

BACKGROUND

Policy Council Approval: 11.16.16

Fiscal Impact

Attachments

Plan for Granjeno Bldg

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2016 08:31 AM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Linda Galaviz		Started On: 11/11/2016 11:45 AM
Final Approval Date: 12/02/2016		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 16, 2016

SUBJECT: Discussion/Approval of Plan for Disposition of Granjeno Building

RATIONALE/NEED: The Granjeno building is used for storage and has not been used for Head Start services for more than ten (10) years. Administration proposes to secure official approval from the Department of Health and Human Services (DHHS) for disposition of the building.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Memorandum, County of Hidalgo - Safety Division Incident Report and ACF-IM-HS-12-08

****

INITIATED BY: Edmundo Garcia, Assistant Director for Operations

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Memorandum Date 11.07.16

Re: Granjeno Building

Hidalgo County Head Start Program
Memorandum

Date: November 7, 2016
To: Hidalgo County Policy Council
Hidalgo County Commissioner's Court
From: Teresa Flores, Executive Director
Subject: Granjeno Facility

Our Granjeno Head Start facility located at 6610 S. FM 494, Mission Texas, is a 2,304 Sq. Ft. modular structure constructed in 1995 with Federal Dollars for a total cost of $127,742. This two classroom facility is situated on land leased to a private owner for $500 per month. As the population of eligible Head Start children shifted form the Granjeno area to nearby emerging municipalities and more Head Start centers were constructed, the need for this facility to be utilized as a Head Start center became less essential, and Granjeno was converted into a storage facility for used classrooms supplies and equipment.

In May of 2016 the structure was badly damaged by the destructive strong winds that came though the valley. The Program informed the County and an incident report was prepared by the County's Safety Division. Please see attached report and photos. The Department of Health and Human Services was also informed of the damage since the structure has a "Notice of Federal Interest" filed with the County Clerk's Office, and as such we must seek disposition instructions from the awarding agency in accordance with Federal Grant requirements (45CFR Part 75.318).

Under the terms of the grant, modular facilities in use for 15 years or more can be disposed of using the "simplified disposition method" (ACF-IM-HS-12-08). This allows us to dispose of the unit when approval is received form the funding agency. Modular units can be disposed of by; "Retaining ownership for non-Head Start or Early Head Start use (describe use); Sale to a third party; Donation or transfer for no value received (identify recipient); Demolition or removal for salvage value only or; Other". Once approval is received and release from federal interest is obtained, we can proceed to dispose of the property.

The county is in the process of settling with the insurance company for all damages incurred during this bad weather event and will be distributing the settlement proceeds before the end of the year. After careful consideration administration proposes to utilize proceeds to pay for allowable expenses under the grant, and to demolish the structure, for the following reasons:

- This facility is no longer necessary to serve children in the area.
- Cost of relocating modular facility, based on previous experience, is unsustainable within for operating budget.
- Determining the fair market value of this unit is costly in relation to its value.
- Program will save $6,000 per year in rental cost.

The Program is asking for authorization to contact the Department of Health and Human Services and obtain the release of federal interest in order to demolish the structure and terminate the lease agreement.

County of Hidalgo – Safety Division

Incident Report Re: Granjeno Building

County of Hidalgo
Safety Division
9805 North 10th Street
McAllen Texas, 78504

Incident Report

Type of Report: **Property Loss/County Buildings/Structures** Case #: 16-06-01-1445

Date Reported: 6-1-2016 Date Occurred: 5-31-16 / 6-1-2016

Geographical Area by Hidalgo County Commissioners Precinct: Pct 1 Pct 2 Pct 3 Pct 4

Location: 6610 S. FM 492

City: Grunjeno State: Texas Zip Code: 78572 G.P.S.: 26° 08' 12.1" N 98° 17' 96.3" W
(Mission Area)

Name of Building or Property: Head Start Building.

Function or Operation: Equipment storage

Type: ☑ Owned ☐ Leased ☐ Rented ☐ Inter-local

Property Insured: ☑ Yes ☐ No

Cause of Damage (describe): High Winds / Rain.

Emergency Management Assigned Event Name: May 31, 2016 Event

Damage Level: ☐ Affected ☐ Minor ☒ Major ☐ Destroyed

Damage Exceeds Deductible: ☑ Yes ☐ No

Estimated Cost of Repairs: unk.

Exterior Information

Type of Construction: Wood frame

Type of Roof: Composite Shingles.

Type of Fence: Chain Link Type of Sidewalk: N/A

Landscaping: Trees / shrubs

Driveway and Parking Type: Caliche

Case #: 16-06-01-1445

Exterior Damage Description: Roof Section Missing. Storage Shed (Frame) Overturned. Trees Snapped. Fence damage.

Interior Information

Interior Location: Ceiling collapse in Room (East end)

Type of Flooring: Vinyl Tile Type of Ceiling: Acoustic Tile

Type of Walls: Dry Wall Type of Doors: Wood Frame / Glass.

Content/Furnishing Damage: ☒ Yes ☐ No (If Yes Describe)

Assorted Maintenance Supplies / Saws / Class room furniture

Building Has Alarm System.

Interior Damage Description: Ceiling Collapse.

Additional Comments: (Note: Add additional comments or information as necessary on Incident Report Continuation page with case number and page number in order)

Photos Taken and Submitted: ☒ Yes ☐ No

Video Available / Submitted: ☐ Yes ☒ No

Supplement Form attached: ☐ Yes ☒ No

Safety Officer: Roy Quintanilla Employee No.: 013781

Approved By: Employee No.: 013781

DAMAGE LEVEL

Affected. This category includes dwellings with some damage to structure and contents but which are habitable without repairs.

Minor. Minor damaged encompasses a side range of damage and is generally the most common type of damage. Minor damage exists when the home is damaged and uninhabitable, but may be made habitable in a short period of time with home repairs.
Some of the items that determine minor damage are listed below:

- Can be repaired within 30 days.
- Has less than 50% damage to structure.

Major. Major damage is when the home has sustained structural or significant damages, is uninhabitable and requires extensive repairs. Any one of the following may constitute major damage.

- Substantial failures to structural elements of the residence (e.g., walls floors, foundation, etc.).
- Has more than 50% damage to structure.
- Damage that will take more than 30 days to repair.

Destroyed. Destroyed means the structural is a total loss or damaged to such an extent that repairs are not economically feasible. Any one of the following may constitute a status of destroyed:

- Structure is not economically feasible to repair.
- Structure is permanently uninhabitable.
- Complete failure of major structural components (e.g., collapse of basement walls/foundation, walls or roof).
- An unaffected structure that will require removal or demolition (e.g., beachfront homes that will be removed due to local ordinance violations as a result of beach erosion, other issues that cause a permanent state of imminent danger, such as mudslides, etc.).

The degree of damage a structure has sustained is categorized as follows:

Affected (Category "0") Structure currently habitable. Cosmetic damage e.g. missing shingles. Generally less than $100 in damage. 0 to 6 inches of water in a single-family dwelling.

Minor (Category "1") Structure currently uninhabitable. Will require minor repairs to be made habitable. 7 t 24 inches of water in structure and 0 to 6 inches of water in mobile home.

Major (Category "2") Structure currently uninhabitable. Will require major repairs to be made habitable. 25 to 47 inches of water in a single-family dwelling or apartment. 7 to 23 inches of water in a mobile home.

Destroyed (Category "3") Structure permanently uninhabitable. Cannot be repaired. 48 or more inches of water in a single-family dwelling or apartment. 24 or more inches of water in a mobile home.

HOT FACTS
MSW
COMMERCIAL PROPERTY CLAIM FORM

DATE:		6-1-2016	# PAGES:	1	
TO:		Frank DeLeon	COMPANY:		MSW OF TEXAS
FAX NO:		(713) 877-8974	CITY:		HOUSTON, TX
PHONE #:		(713) 420-1420			
EMAIL:		Fdeleon@mcgriff.com			
FROM:		Roy Quintanilla	COMPANY:		County of Hidalgo TX
FAX NO.		(956) 318-2658	CITY:		McAllen, TX
PHONE #:		(956) 318-2644			

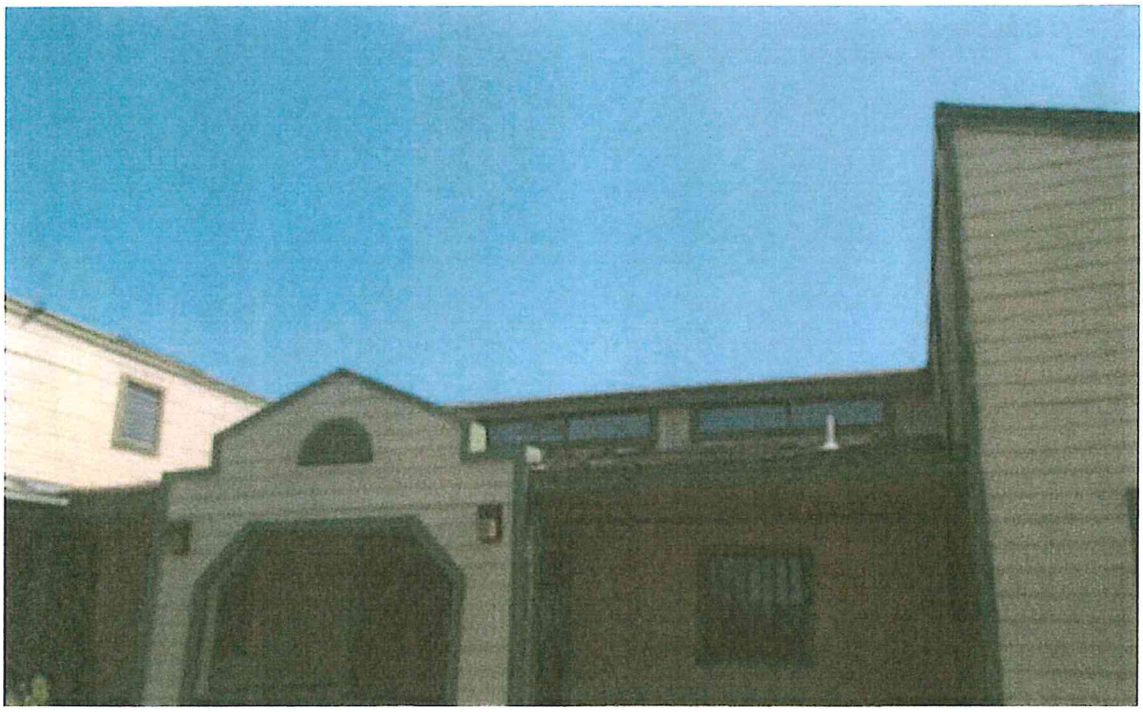
The information contained in this FAX is confidential and/or privileged. This FAX is intended to be reviewed initially by only the individual named above. If the reader of this TRANSMITTAL PAGE is not the intended recipient or a representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this FAX or the information contained herein is prohibited. If you have received this FAX in error, please immediately notify the sender by telephone and return this FAX to the sender at the above address. Thank you.

DATE OF OCCURRENCE	Overnight 5-31-16 into 6-1-16
TIME:	10:00 Pm – 2:00 Am.
CONTACT & PHONE:	Roy Quintanilla 956-318-2644
TYPE OF LOSS:	Minor Rating / Structure.
DESCRIPTION OF OCCURRENCE:	1 Building w/ minor ratings. roof & ceiling damage & Fence damage. Trees & Limbs snapped.
LOCATION:	Headstart Building. 6610 S. FM 492 Granjeno TX.
POLICE DEPT. CONTACTED:	Multiple Agencies.
INCIDENT NUMBER:	16-06-01-1445
REMARKS:	Possible Tornadic event. Contact our office so that a Safety Officer can be assigned to escort Insurance Adjuster.
MANAGER & DATE:	Roy Quintanilla 6-1-2016

Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

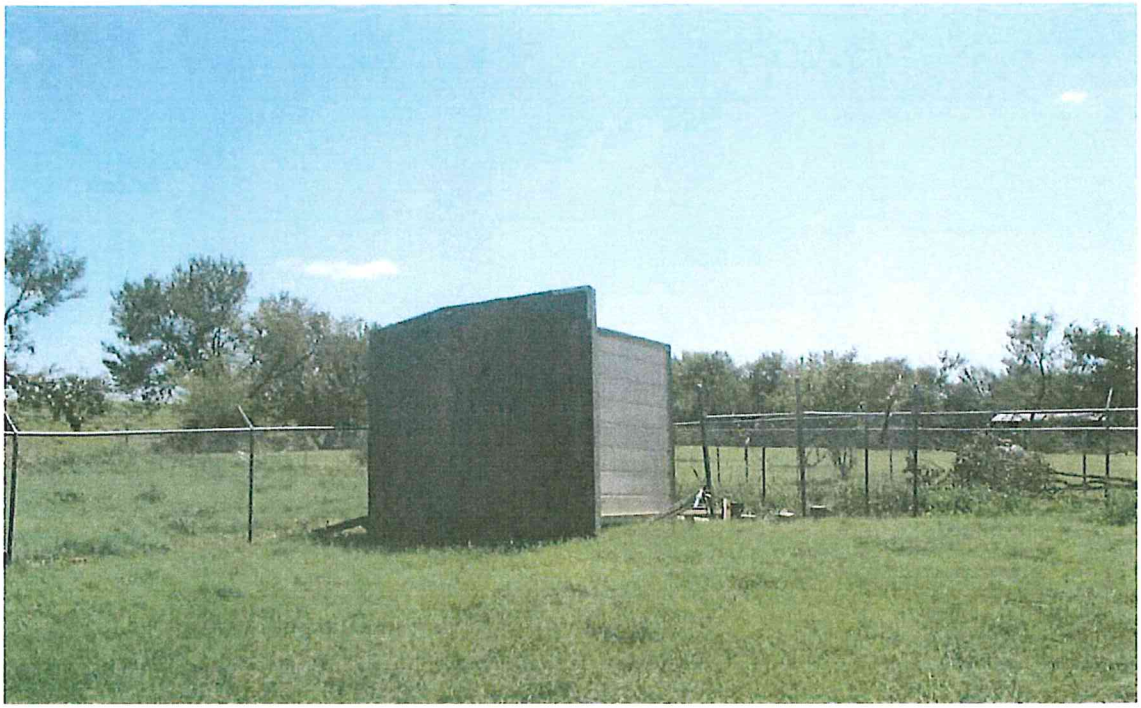
Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)

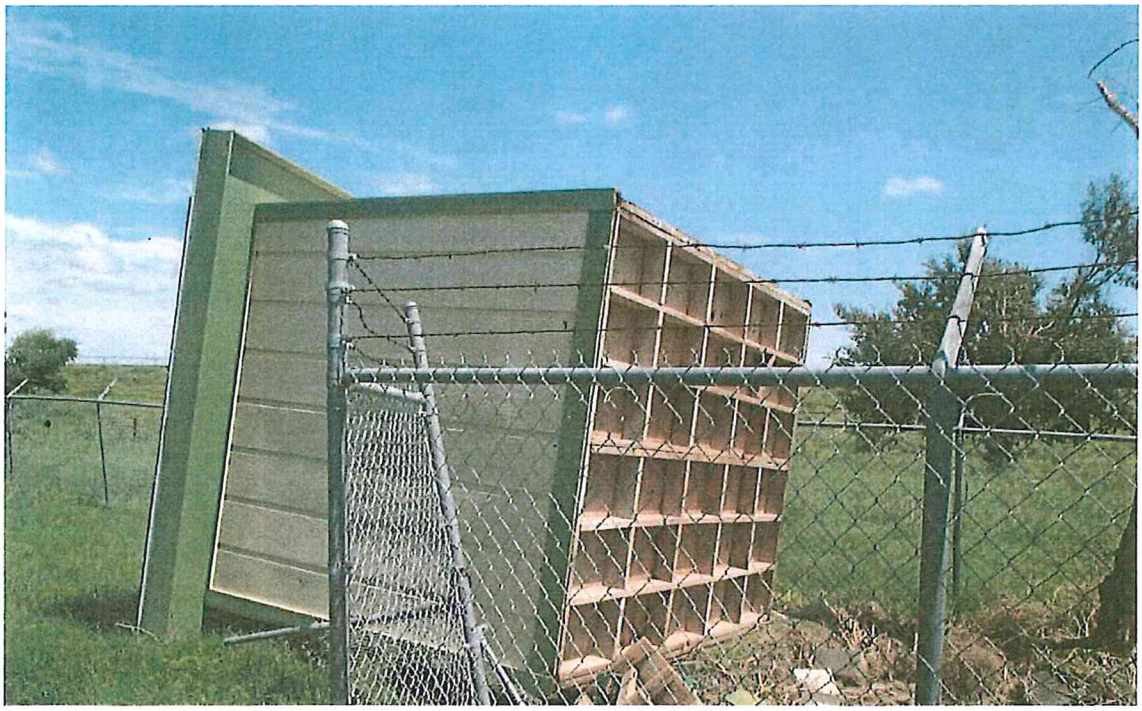




Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)

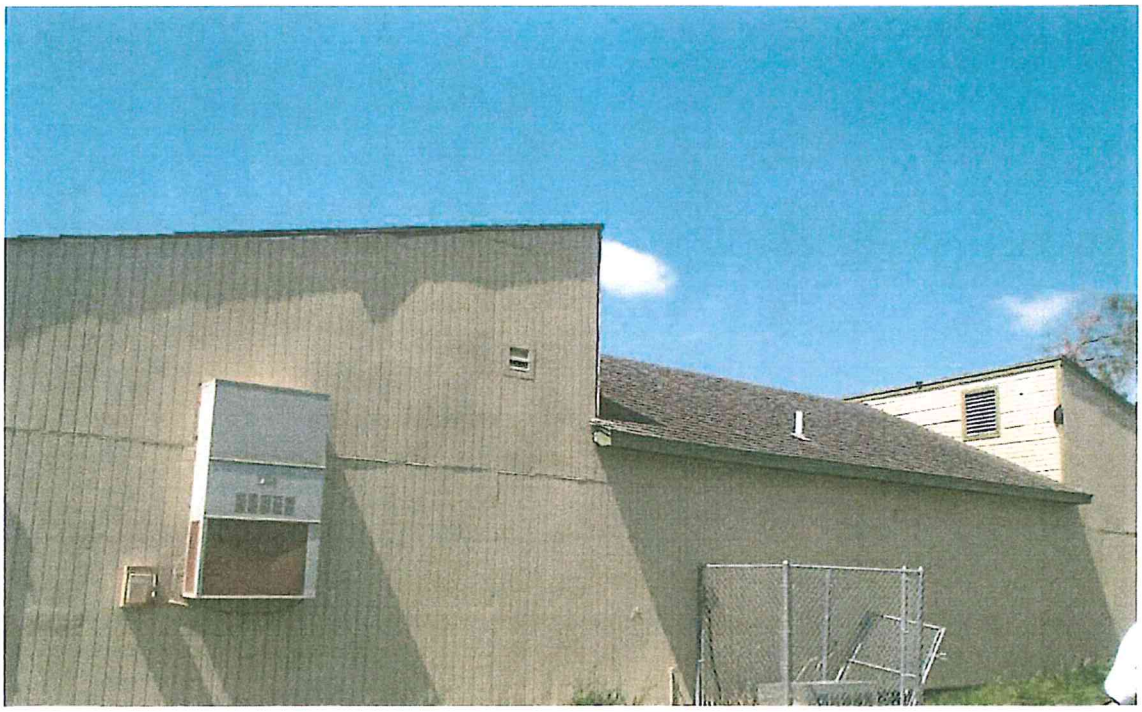




Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

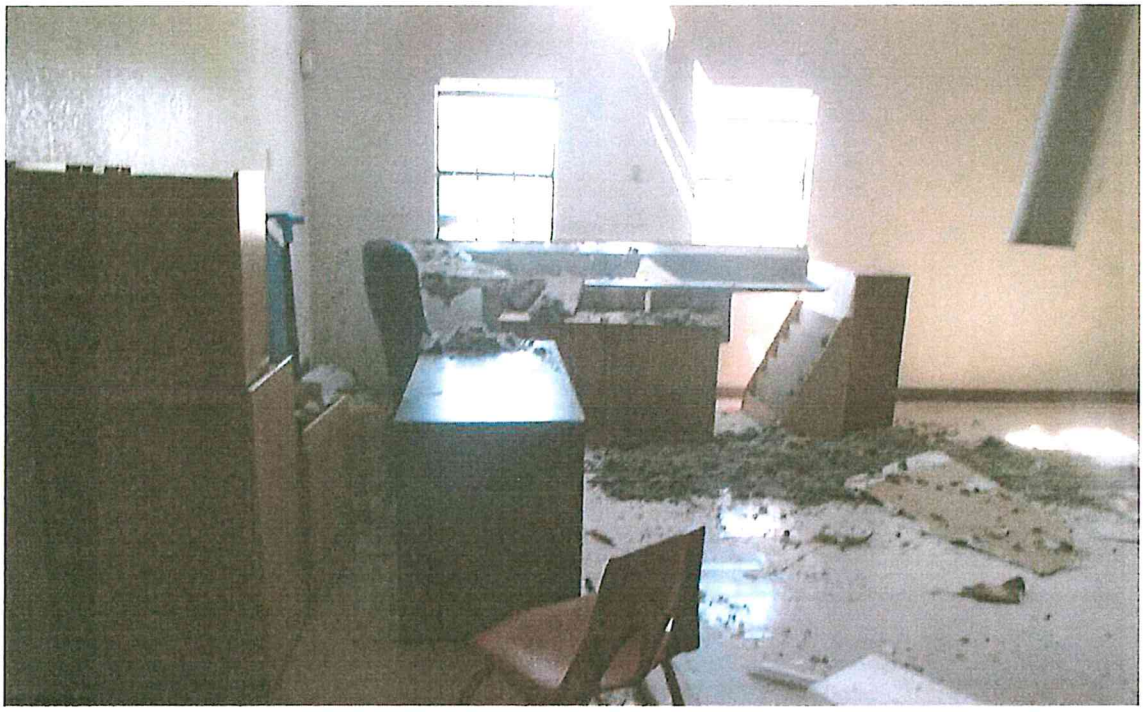
Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)

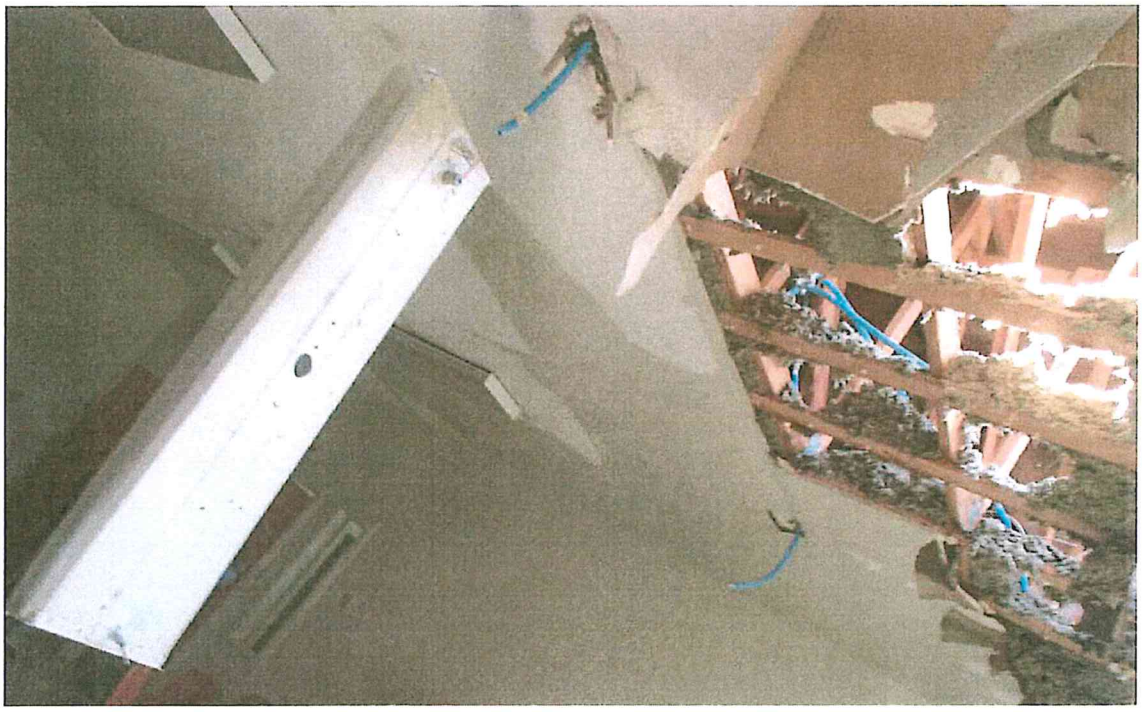




Property Loss / County Buildings / Structures: 16-06-01-1445

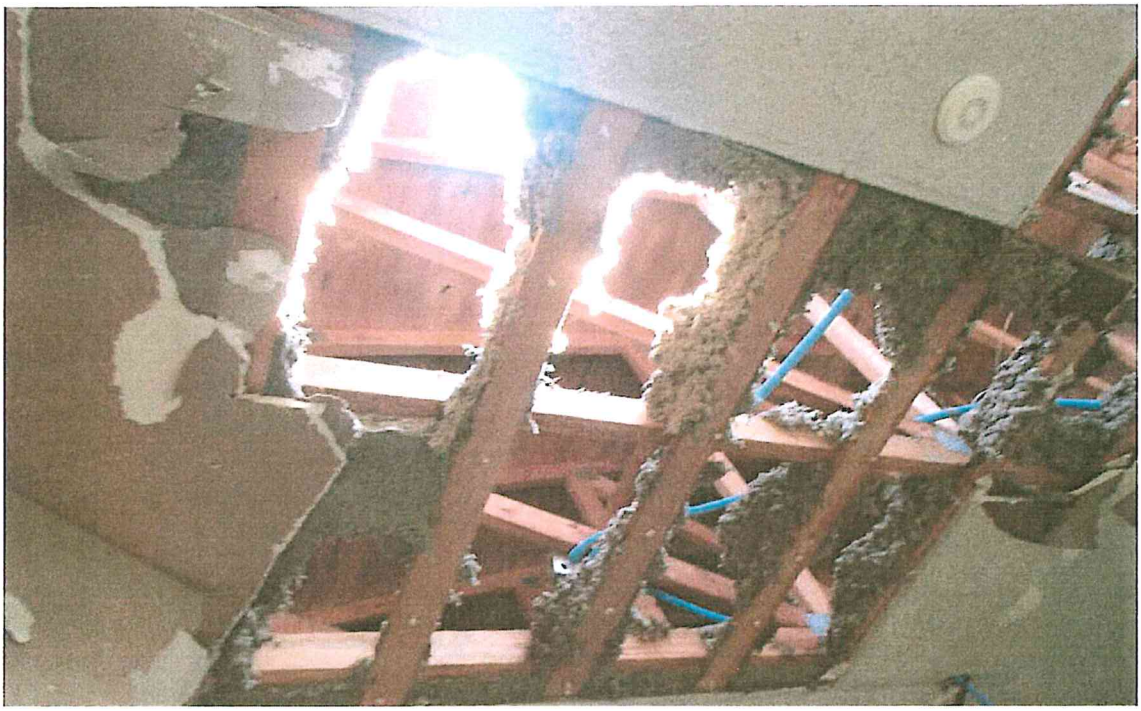
Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)

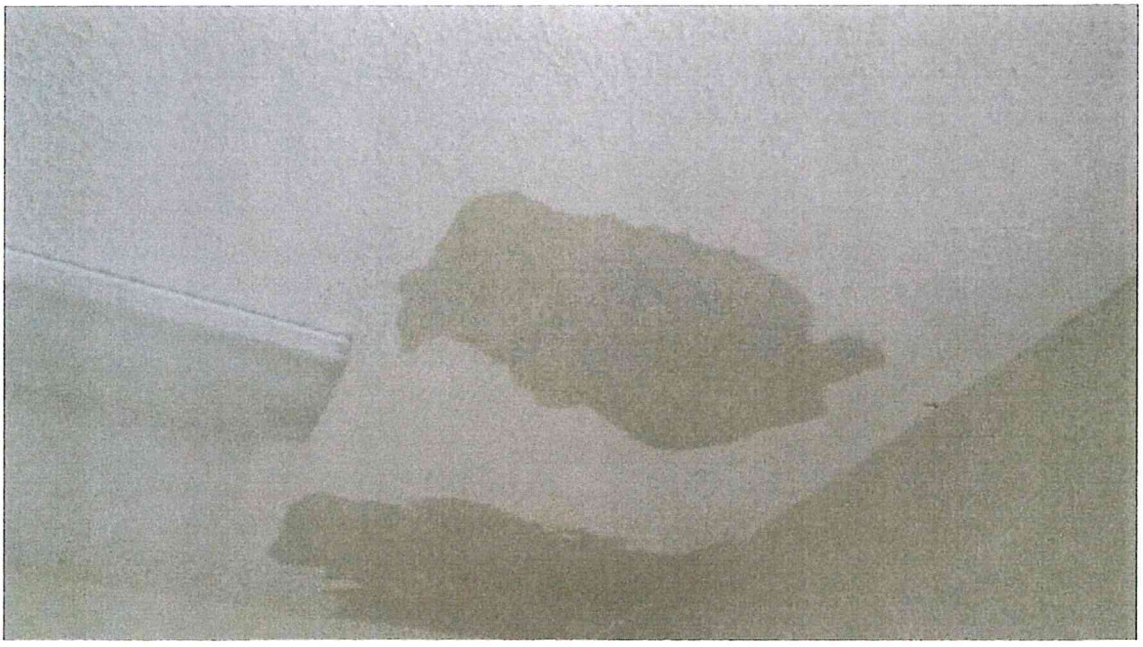




Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)





Property Loss / County Buildings / Structures: 16-06-01-1445

Location: 6610 S. FM 492; Granjeno, TX (Head Start Building)



Administration for Children and Families (ACF)

ACF-IM-HS-12-08

"Facilities, Modular Units, Disposition, Federal Interest"

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-IM-HS-12-08	2. Issuance Date: 11/30/2012
	3. Originating Office: Office of Head Start	
	4. Key Words: Facilities, Modular Unit, Disposition, Federal Interest	

INFORMATION MEMORANDUM

TO: All Head Start and Early Head Start Grantees and Delegate Agencies

FROM: The Office of Head Start

SUBJECT: Disposition of Older Modular Units

INFORMATION:

The Head Start Performance Standards found at 45 CFR Part 1309 address purchase, construction, and major renovation of facilities. The term "modular unit" is defined in 45 CFR §1309.3 as "a portable prefabricated structure made at another location and moved to a site for use by a Head Start grantee to carry out a Head Start program."

Tangible personal property includes equipment and supplies. Equipment is defined by its acquisition cost ($5,000 or more per unit) and its useful life (greater than 1 year). If the equipment is intended to be "fixed" rather than "movable," it must be classified as "real property." Real property means land, including land improvements, structures, and appurtenances thereto, excluding movable equipment. Consequently, a modular unit may be properly classified as equipment if it is movable, but should be classified as real property if it is fixed or appurtenant (attached) to the land upon which it is located.

The classification of a modular unit as equipment or real property is important when the property is no longer needed for program use. The provisions in 45 CFR §74.32(c) and §92.31(c) apply to the disposition of real property, while the provisions in 45 CFR §74.34(g) and §92.32(e) apply to disposition of equipment.

Modular units which are purchased or undergo major improvements using Head Start funds are subject to a federal interest. For modular units classified as real property, a notice of federal interest must be filed in the appropriate official records for the jurisdiction where the real property is located per 45 CFR §1309.21. Modular units classified as equipment require the posting of a notice of federal interest in a conspicuous location on the unit per 45 CFR §1309.31.

Head Start and Early Head Start programs have purchased and utilize modular units in the delivery of services to children and families. Many modular units currently owned by Head Start and Early Head Start grantees have been in use for a substantial number of years. Some of the units are dilapidated and no longer suitable for program purposes. Determination of the fair market value of these modular units is costly in relation to their value and some are in poor condition and cannot be moved to another location to facilitate sale.

This Memorandum establishes a simplified disposition process that grantees may use to request release of the federal interest in certain older modular units that are no longer needed for program services. This process applies only to modular units that have been in use for at least 15 years since

their acquisition or, if subject to a major renovation, 15 years since their most recent major renovation. This process is available for qualified modular units, regardless of whether they are classified by the grantee as equipment or real property.

PROCESS:

1. The grantee must submit a written request for disposition of the modular unit to the Regional Grants Manager, including:
    a. A statement, including factual basis for the statement, that the modular unit is no longer needed for program purposes.
    b. The serial number or other identifying information for the modular unit.
    c. The date of acquisition of the modular unit.
    d. The acquisition price of the modular unit.
    e. The date of any major renovation(s) of the modular unit.
    f. The total value of any major renovation(s) of the modular unit.
    g. The completion date of any major renovation(s) to the modular unit.
    h. How the grantee proposes to dispose of the modular unit.
        - Retain ownership for non-Head Start or Early Head Start use (describe use)
        - Sale to a third party
        - Donation or transfer for no value received (identify recipient)
        - Demolition or removal for salvage value only
        - Other (describe)

2. The grantee must also submit a copy of the notice of federal interest currently filed in the official records (if classified as real property) or posted (if classified as equipment) for the modular unit.

3. Upon review of the request for disposition of the modular unit, the Grants Manager is to address the following to determine eligibility for simplified disposition:
    a. At least 15 years has passed since the grantee acquired the modular unit or since the modular unit underwent its most recent major renovation, if any, whichever last occurred.
    b. The grantee has demonstrated to the satisfaction of the reviewer that the modular unit is no longer needed for Head Start or Early Head Start program purposes.
    c. The grantee has identified a method of disposal for the modular unit other than abandonment. Abandonment of a modular unit is not an acceptable method of disposition since it continues risk of liability for the modular unit.

4. If the conditions noted above are met, the Grants Manager shall consent to the proposed disposition of the modular unit, provide the grantee with written consent to disposition, and release the federal interest in the property.

5. Proceeds received from the sale of older modular units are classified as program income and must be reported by the recipient and used only for allowable program costs in accordance with applicable cost principles and the terms and conditions of the award. Proceeds are federal in source and cannot be used as non-federal share.

CITATIONS:

45 CFR Part 1309; 45 CFR §1309.3; 45 CFR §1309.21; 45 CFR §1309.31
45 CFR §74.32(c); 45 CFR §92.31(c); 45 CFR §74.34(g); 45 CFR §92.32(e)

Please direct any questions on this Information Memorandum to your Office of Head Start Regional Office.

/ Yvette Sanchez Fuentes /

Yvette Sanchez Fuentes
Director
Office of Head Start

AI-57354 **Head Start** **15. C.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Interlocal Cooperative Agreement between Hidalgo County Head Start Program and The University of Texas Rio Grande Valley

BACKGROUND

Policy Council Approval: 11.16.16

Fiscal Impact

Attachments

Interlocal Cooperative Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2016 08:31 AM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Linda Galaviz		Started On: 11/11/2016 11:42 AM
Final Approval Date: 12/02/2016		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 16, 2016

SUBJECT: Discussion/Approval of Interlocal Cooperation Agreement Between Hidalgo County Head Start Program and University of Texas Rio Grande Valley

RATIONALE/NEED: Interlocal Cooperation Agreement is needed to collaborate with the University of Texas Rio Grande Valley for the preparation of a comprehensive community assessment. The Hidalgo County Head Start Program "must" conduct a comprehensive community assessment at least once over the five year grant period as required by the Head Start Performance Standards {45 CFR 1302.11(b)(1)(2)} .

RECOMMENDATION: Administration recommends approval

COST: Head Start funds are available.

RELATED INFORMATION INCLUDED: Interlocal Cooperation Agreement

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective November ___, 2016 ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: Hidalgo County, a local government of the State of Texas

Performing Party: The University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to conduct a community assessment of the Hidalgo County Head Start Program (the "**Project**"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("**services**"):

Conduct an annual community assessment (CA) for Hidalgo County Head Start, Program that will meet the requirements of 45 CFR Section 1302.11 of the *Head Start Performance Standards and Regulations*.

The scope of work covers the following tasks:

Task 1: Establish Work Group and Schedule
A CA work group will be created to guide the development of the CA. Receiving Party will select persons from their organization to guide the development of the CA. After the work group is established, a meeting will be held with the representatives to come up the schedule for the parent meetings to be conducted.

Task 2: Design Data Collection
Using 45 CFR Section 1302.11 guidelines on the information that the Receiving Party is required to collect and analyze, the CA work group will help identify the data needed, help identify other children's programs that serve HS eligible children, help identify community resources for HS families, and help develop the survey for the parents and the community.

Task 3: Gather Data
Performing Party, working with the CA work group will collect the information needed for the CA. Data will be collected through an online survey and through parent meetings at selected centers. The CA work group will assist in distributing and getting parents and the community to participate in surveys, and/or meetings. Secondary data will also be gathered by Performing Party.

Task 4: Review and Analyze Data
Performing Party will analyze the information collected for the CA. Performing Party will create tables, charts and graphs to illustrate the data collected. Performing Party will enter and analyze the survey data collected using computerized statistical software. Performing Party will also prepare written summaries of focus group, parent, and or other meetings held with the grantee stakeholders.

Task 5: Create CA Report
Using the data analysis Performing Party will create the CA report, which will include recommendations for Receiving Party regarding the six identified areas outlined in the *Head Start Program Performance Standards and other Regulations*: 1) philosophy and program objectives 2) services and program options 3) recruitment area for grantee 4) recruitment area for each delegate 5) locations for centers and home-based programs and 6) criteria for recruitment and selection. A report will be delivered to Receiving Party no later than March 31, 2017.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in **45 CFR Part 1301.1, Head Start Program Performance Standards**, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The total amount of this Contract is $5,000.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on March 31, 2017.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:
Teresa Flores
P.O. Box 0117
Edinburg, Texas 78540
Attention: Ms. Teresa Flores

with copy to:
Edmundo Garcia
P.O. Box 0117
Edinburg, Texas 78540
Attention: Mr. Edmundo Garcia

If to Performing Party:
The University of Texas Rio Grande Valley
Division of Research, Innovation and Economic Development

ATTN: Research Liaison Officer
1201 West University Drive
Edinburg, TX 78539

with copy to:
Michael Uhrbrock

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

Teresa Flores
P.O. Box 0117
Edinburg, Texas 78540
Fax: (956) 380-2588
Email: teresa.flores@hchsp.org
Attention: Ms. Teresa Flores

with copy to:
Edmundo Garcia
P.O. Box 0117
Edinburg, Texas 78540

Fax: (956) 380-2588
Email: edmundo.garcia@hchsp.org
Attention: Mr. Edmundo Garcia

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:
In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

OTHER PROVISIONS:
Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.
Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If 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 therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

_____
By: Teresa Flores
Title: Executive Director

Date: _____

PERFORMING PARTY:

_____
By: Dr. Theresa A. Maldonado
Title: Sr. VP for Research, Innovation and Economic Development

Date: _____

_____
Honorable Ramon Garcia Date
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

Date Approved by Policy Council
Date Approved by Commissioner's Court

AI-57586 **Precinct #1** **16. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Resolution in Recognition of Raul Lozano for 28 years of service to Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 09:41 AM
Linda Flores	Linda Flores	12/02/2016 10:40 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Monica Badillo Started On: 12/02/2016 09:35 AM

Final Approval Date: 12/02/2016

RESOLUTION IN HONOR OF RAUL LOZANO FOR 28 YEARS OF SERVICE

WHEREAS, Mr. Raul Lozano is being honored for his exceptional work and dedication to Hidalgo County after serving with distinction and integrity for the past 28 years; and

WHEREAS, a resident of Elsa, Texas, Mr. Lozano is married to Maricela. They have three sons, Raul "Rolly", Jorge Lee, and Marco Antonio; and five grandchildren; and

WHEREAS, a graduate of Edcouch-Elsa High School, Mr. Lozano attended the University of Texas Pan American; and

WHEREAS, in 1988, Mr. Lozano began his career at the county working as the CDBG Manager for the Urban County Program. Ten years later he was named the Chief Administrator for Hidalgo County Precinct 1. In 2007, he was named Assistant Chief Administrator for the Hidalgo County Judge's Office. In 2010, he briefly served as Chief Administrator for Hidalgo County Precinct 1. He then served as Assistant Chief Administrator in Precinct 2 from 2011-2012. In January 2013, he became the Chief Administrator for Precinct 1 Commissioner A.C. Cuellar, Jr.'s office; and

WHEREAS, as the Chief Administrator he was responsible for the day-to-day operations, and managed a broad range of services provided by Pct.1's various departments. Mr. Lozano was the driving force in the development and execution of strategic goals and objectives; as well as, the development, implementation and evaluation of county and Pct.1 policies, procedures, and contracts; and

WHEREAS, Mr. Lozano worked closely with several county departments and was highly respected by all department heads. Mr. Lozano, together with the leadership of Commissioner Cuellar, was instrumental in securing over $9 million from FEMA during the flood events of 2015, and with his extensive experience was able to secure over $5 million in new equipment for the precinct, which allowed for several road projects that have greatly improved the quality of life for residents of Pct. 1; and

WHEREAS, after serving for nearly three decades, Mr. Lozano looks forward to spending more time with his family and grandchildren.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby honor Raul Lozano for outstanding service, dedication, and commitment during his 28 years of service to the families of Hidalgo County, and on this day wishes him a long, healthy and fruitful retirement.

Approved this 6th day of December 2016.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-57582 **Precinct #3** **17. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Mona Parras, COMM. PCT. #3

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #3

Information

CAPTION

Resolution in Recognition of Domingo "Mingo" Villarreal for 30 years of service to Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 09:40 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Monica Badillo Started On: 12/02/2016 09:07 AM

Final Approval Date: 12/02/2016

RESOLUTION IN RECOGNITION OF DOMINGO VILLARREAL FOR 30 YEARS OF SERVICE TO HIDALGO COUNTY

WHEREAS, for nearly 30 years, Domingo Villarreal has provided exceptional work and dedication to the citizens of Precinct 3; and

WHEREAS, born in Cuevitas, Texas to Domingo and Susana Villarreal, he graduated from La Joya High School in 1967 and went on to attend Pan American University; and

WHEREAS, in 1987, Mr. Villarreal began his career with the county working for former Precinct 3 Commissioner Beto Salinas as an administrative assistant. During his time with the county he has worked under nine county judges and three commissioners; and

WHEREAS, for the past 16 years he has worked as a Coordinator for Precinct 3 Commissioner Joe M. Flores. Mr. Villarreal assists Commissioner Flores in overseeing the precinct's $8 million budget and equipment valued at $11 million. He has contributed to the improvement of the county through several projects and initiatives, including the construction of the Precinct 3 multi-purpose building and the paving of the Linda Vista subdivision; and

WHEREAS, Mr. Villarreal has assisted Commissioner Flores in overseeing roadway infrastructure projects in coordination with Precinct 3, TxDOT and various cities, leveraging $48 million of precinct funds to construct over $600 million in roadway projects; and

WHEREAS, Mr. Villarreal's public service doesn't stop at the county. He was one of the first responders to assist in the Alton bus crash; he is actively involved in his community, where he has served as school board member; and is a Sunday school teacher at his church; and

WHEREAS, he recently celebrated his 48th anniversary with his wife, Rosela. Together they raised two sons, Domingo III and Daniel, and have four grandchildren; and

WHEREAS, after nearly three decades of dedicated public service, Mr. Villarreal will retire from the Precinct 3 office on December 30th to spend more time with his family and to help his community.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors Domingo Villarreal for 30 years of dedicated service to the residents of Hidalgo County and wishes him a joyful and happy retirement.

Approved this 6th day of December 2016.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct.4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-57592 **Precinct #3** **17. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Palmview, Texas concerning certain improvements to Veteran's Boulevard (SH 495).
2. In accordance with Section 791.014, of The Texas Government Code, requesting approval of a proposed project regarding certain Phase II road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road, a section which is within the City Limits of Palmview, Texas and Hidalgo County.

BACKGROUND

Pct #3 - Pending Transfer of Funds
City - Pending City's Contribution

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-134X-431-00-123-107-0-841

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

BUDGETARY IMPACT:

No fiscal impact at this time.

Attachments

ICA - City of Palmview - Veteran's Blvd.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 11:00 AM
Glinda Pacheco	Glinda Pacheco	12/02/2016 04:03 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Norma Ceballos		Started On: 12/02/2016 10:13 AM
Final Approval Date: 12/02/2016		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PALMVIEW, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO VETERANS BOULEVARD (SH 495) FROM ABRAM ROAD EAST TO LA HOMA ROAD

THIS agreement is made on this the _____ day of_____ , 2016 by and between the CITY OF PALMVIEW,TEXAS, hereinafter referred to as the "City" 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, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, County and City entered into an Interlocal Cooperation Agreement dated March 17, 2015 in which the County and City agreed to complete Phase I of improvements to Veterans Boulevard;

WHEREAS, the City and County desire to cooperate in making needed Phase II transportation improvements (as hereinafter defined) to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road as outlined in Exhibit A (the "Road"); and

WHEREAS, the City and 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; and

WHEREAS, the County will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, the County and the City desires to proceed with the development of the right of way maps, survey and the plans, specifications and estimates ("PS&E") ("Phase II");

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase II project development cost is estimated to be $1,321,800.00 of which the County will contribute an estimated amount of $660,900.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $660,900.00 to the County toward the Phase II activities;

WHEREAS, the County and City 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, the City agrees County assumes the role of project sponsor to develop Phase II of the Road within the limits of the City.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase II of the project development, more particularly described in Exhibit B attached hereto and made a part hereof for all purposes that relate to Phase II.

2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The City shall pay County as its contribution for Phase II of the Road the sum of $660,900.00 at time of execution of this Agreement.

4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

5. 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.

6. 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 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 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.

7. 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.

8. 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 the City and County, and not otherwise.

9. 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.

10. 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 City:	City of Palmview Attention: Gerardo Perez, Mayor 400 W. Veterans Blvd. Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539
With copy to:	Joe Flores, Commissioner, Precinct No. 3 724 N. Breyfogle Mission, Texas 78572

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

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

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

14. Assignment: This Agreement shall not be assignable.

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

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

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

18. 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.

19. 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.

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

CITY OF PALM VIEW

By: _____
Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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 Phase II road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road, a section which is within the City limits of City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas, and Hidalgo County.

By vote on _____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-57533 **Precinct #4** **18. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Joe Alex Ochoa, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to name road located approximately 300 feet south of Los Veteranos Road and east of La Jarita as Nava Service Road.

BACKGROUND

Proposed name of Nava Service Road approved by 911

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

backup

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 03:30 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Monica Badillo Started On: 11/30/2016 03:22 PM

Final Approval Date: 12/02/2016

Zimbra **jose.ochoa@co.hidalgo.tx.us**

RE: Proposed Service Road

From : Raul Madero <rmadero@lrgvdc911.org> Wed, Oct 26, 2016 02:28 PM
Subject : RE: Proposed Service Road 1 attachment
To : Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>
Cc : Juan Torres <jtorres@lrgvdc911.org>, Jose Luis Hernandez <jhernandez@lrgvdc911.org>, Jackie Castillo <jcastillo@lrgvdc911.org>, Rosemary Contreras <rcontreras@lrgvdc911.org>

Joe,

Their second choice...Nava SR does not duplicate nor is it similar in sound to any other road name in the area whereas the other 2 road name do. Please allow the process to go thru commissioners court as Nava SR...as you can see I intentionally left out "Drive" because our database system will not recognize a road name with 2 suffixes. Please email us results from commissioners court so that we can address the resident.

Many Thanks,

Raul Madero, Planner II
LRGVDC 9-1-1
1912 Joe Stephens Ave Ste A
Weslaco, TX 78596
956-682-3481

From: Juan Torres
Sent: Wednesday, October 26, 2016 1:45 PM
To: Raul Madero <rmadero@lrgvdc911.org>
Cc: Jose Luis Hernandez <jhernandez@lrgvdc911.org>; Rosemary Contreras <rcontreras@lrgvdc911.org>
Subject: FW: Proposed Service Road

E. Juan Torres, Jr.
LRGVDC 9-1-1 Addressing Dept.
(956) 682-3481 Ext. 169

jtorres@lrgvdc911.org

From: Jose Ochoa [mailto:jose.ochoa@co.hidalgo.tx.us]
Sent: Wednesday, October 26, 2016 11:42 AM
To: Juan Torres <jtorres@lrgvdc911.org>
Subject: Proposed Service Road

Good Morning Mr. Torres,

As per our phone discussion, the precinct had a resident come in that want to name a service road. Her name is Blanca Cineceros and can be reached at 414-5243. She came up with three names and we wanted to ensure they do not conflict with any and names currently in existence. The following are the names Ms. Cineceros provided:

1) La Palma SR
2) Nava Drive SR
3) Mesquite Drive SR

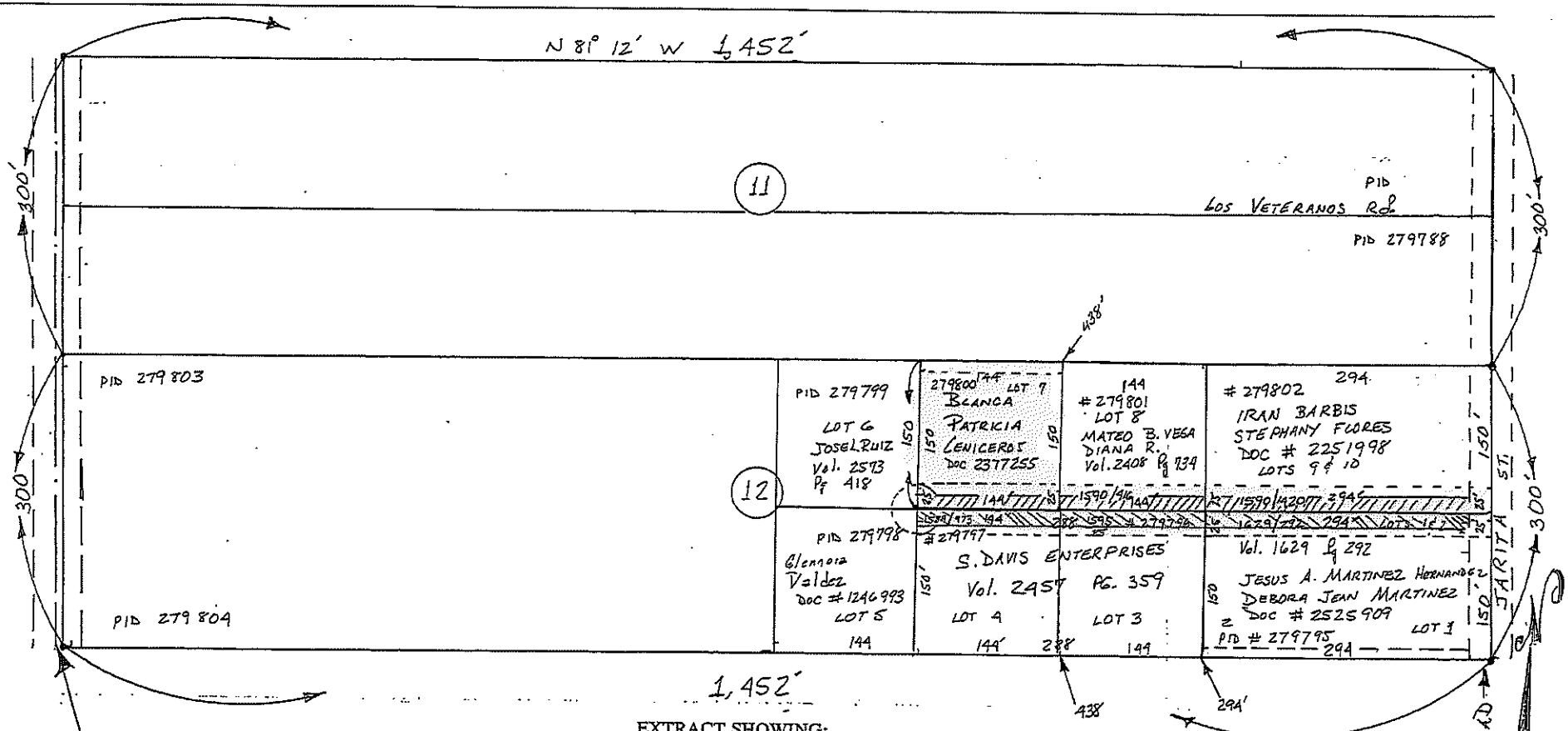
Can you please research and provide guidance on this service road for 911 purposes. Please feel free to call me with any questions or concerns. Attached are some documents of the area in questions. Thanks.

Jose Ochoa
General Operations Manager
P 956.383.3112 Ext. 4016
F 956.381.5905

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image001.jpg
5 KB

The following has been prepared for the sole use of **SOUTH TEXAS LAND INVESTIGATIONS.** This plat is not to be duplicated, nor leave this office without **Jorge A. López's** authorization.



EXTRACT SHOWING:

LOTS (11) AND (12), SEMINARY HEIGHTS SUBDIVISION, Hidalgo County, Texas,
According to the map thereof recorded in **Volume 9, Page 23, Map Records,**
Hidalgo County, Texas.


Hidalgo County Basemap
Enter address
Contact
More...
Basemap
LOS VETERANOS
SEBASTIAN
LA JARITA
THE COUNTY OF HIDALGO
TEXAS
400 ft
98°09'16"W 26°23'53"N
esri

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: ICA - Veterans Blvd.

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Mon, Dec 05, 2016 02:06 PM
Subject : Fwd: ICA - Veterans Blvd.
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Monica,

Please attach to agenda item # 57592. Mingo will get the ICA sign tomorrow.

Thanks.
----- Forwarded Message -----
From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "norma ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Friday, December 2, 2016 10:31:48 AM
Subject: FW: ICA - Veterans Blvd.

Hi Norma:

As per Mr. Crain it's good to go.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

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and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

-----Original Message-----
From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, December 02, 2016 10:21 AM
To: 'Marynel Trevino' <mntrevino@atlashall.com>
Subject: RE: ICA - Veterans Blvd.

Please advise them it is OK.

-----Original Message-----
From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Friday, December 02, 2016 9:55 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: FW: ICA - Veterans Blvd.

-----Original Message-----
From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Friday, December 02, 2016 9:53 AM
To: mntrevino <mntrevino@atlashall.com>
Subject: ICA - Veterans Blvd.

Marynel,

As discussed attached is the ICA for Mr. Crain's review and approval.

Thank you.

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

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AI-57617 **Budget and Management** **19. A.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement between Hidalgo County and Aetna Life Insurance Company, with authority for County Judge to sign all required documents.

BACKGROUND

Fiscal Impact

Attachments

backup
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 02:16 PM
Linda Flores	Linda Flores	12/02/2016 03:24 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Sergio Cruz		Started On: 12/02/2016 02:08 PM
Final Approval Date: 12/02/2016		

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

THIS Business Associate Agreement ("BA Agreement"), effective as of January 1, 2017 ("Effective Date"), is entered into between Aetna Life Insurance Company, on behalf of itself and those of its affiliates providing services in connection with this BA Agreement ("Business Associate") and County of Hidalgo on behalf of the County of Hidalgo ("Covered Entity"). County of Hidalgo represents that it has the authority to agree to the terms and conditions of this BA Agreement for and on behalf of Covered Entity for which Business Associate provides plan administration services under current or future agreements between the parties ("Services Agreement"). For purposes of this BA Agreement, "Business Associate" includes only those subsidiaries and affiliates of Aetna Life Insurance Company that create, receive, transmit or otherwise maintain Protected Health Information, as defined below, in connection with this Agreement.

In conformity with the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended, including but not limited to the requirements under the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the implementing regulations at 45 CFR Parts 160-64 (the "Privacy and Security Rules"), and related public guidance issued by the Department of Health and Human Services (all of the foregoing, collectively, "HIPAA"), Business Associate will under the following terms and conditions have access to, maintain, transmit, create and/or receive certain Protected Health Information:

1. Definitions. Capitalized terms used and not otherwise defined in this BA Agreement shall have the meanings assigned to such terms by HIPAA. (a) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g), but shall be limited to persons who are participants enrolled in, are seeking to become enrolled in, or were previously enrolled in the plan administered under the Services Agreement.
   (b) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 CFR 160.103, limited to the information created, maintained, transmitted, or received by Business Associate from or on behalf of Covered Entity.
   (c) Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 CFR, Parts 160-162.

2. Obligations and Activities of Business Associate
   (a) Business Associate agrees to not use or disclose Protected Health Information other than
      (i) for purposes of performing its obligations under the Services Agreement,
      (ii) as otherwise permitted or required by this BA Agreement, or
      (iii) as Required By Law.
   (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.
   (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this BA Agreement of which it becomes aware, including a Breach of Unsecured Protected Health Information or a Security Incident.

(e) Business Associate agrees to report to Covered Entity any Security Incident without unreasonable delay, and in no event later than ten (10) calendar days, after becoming aware that such Security Incident affects Covered Entity's information, except that, for purposes of this Security Incident reporting requirement, the term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate.

(f) Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than thirty (30) calendar days after becoming aware that such Breach affects Covered Entity's Protected Health Information. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any information reasonably requested by Covered Entity for purposes of making the notifications required by 45 CFR 164.404(c) as soon as such information is available to Business Associate. Business Associate's notification of a Breach under this section shall comply in all respects with each applicable provision of 45 CFR Part 164, Subpart D and related guidance issued by the Secretary from time to time. In addition, if delegated in writing by Covered Entity, Business Associate shall provide such notices to the media and to Individuals affected by the Breach as required by 45 CFR 164.404 and 45 CFR 164.406. Business Associate shall provide Covered Entity with advance copies of such notices prior to distribution. In all cases, Covered Entity shall be responsible for submitting reports of Breaches directly to the Secretary.

(g) Business Associate shall require any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate to agree in writing to restrictions and conditions that are no less protective than those that apply through this BA Agreement to BusinessAssociate with respect to such information, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.

(h) Business Associate shall provide access directly to an Individual, at the request of Covered Entity or an Individual and in a prompt and reasonable manner, including in the electronic form or format requested by the Individual, to Protected Health Information in a Designated Record Set, subject to and consistent with the timing and other provisions of 45 CFR 164.524.

(i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set at the request of Covered Entity or an Individual, subject to and consistent with the timing and other provisions of 45 CFR 164.526.

(j) Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies,procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rules.

(k) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would berequired for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, subject to and consistent with 45 CFR 164.528.

(l) Business Associate agrees to provide to an Individual, at the request of Covered Entity or an Individual, an accounting of disclosures of ProtectedHealth Information subject to and consistent with the timing and other provisions of 45 CFR 164.528.

(m) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with the administrative safeguards set forth at 45 CFR 164.308, the physical safeguards set forth at 45 CFR 310, the technical safeguards set forth at 45 CFR 164.312, and the policies and procedures set forth at 45 CFR 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that (i) the foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be subject to HIPAA enforcement provisions, as amended from time to time, for failure to comply with the Security Rule safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

(n) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with, and require any Subcontractor to comply with, the applicable requirements of 45 CFR Parts 160-162.

(o) Business Associate acknowledges that it shall be subject to the HIPAA enforcement provisions, as amended from time to time, for

(i) impermissible uses and disclosures,

(ii) failure to provide breach notification to Covered Entity,

(iii) failure to provide access to a copy of Electronic Protected Health Information to either Covered Entity or the Individual, or the Individual's designee,

(iv) failure to disclose Protected Health Information where required by the Secretary to investigate or determine Covered Entity's compliance with HIPAA, and

(v) failure to provide the accounting of disclosures required in this BA Agreement.

(p) To the extent under the Services Agreement or this BA Agreement Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

3. Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure

Except as otherwise provided in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations under the Services Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.

3.2 Specific Use and Disclosure Provisions

(a) Except as otherwise provided in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Except as otherwise provided in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, 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 notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this BA Agreement.

(c) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the Individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate.

(d) Business Associate may use or disclose Protected Health Information to communicate about a product or service, provided that such communication is made in a manner that does not constitute marketing as defined in 45 CFR 164.501 or otherwise constitute a use or disclosure that Covered Entity is prohibited from performing itself.

(e) Business Associate may use Protected Health Information to perform Data Aggregation services.

(f) Business Associate may use Protected Health Information to report violations of law to appropriate

Federal and State authorities, consistent with 45 CFR 164.502(j).

(g) The provisions of this BA Agreement notwithstanding, Business Associate is permitted to de-identify Protected Health Information, provided that it does so in accordance with HIPAA de-identification rules. De-identified information does not constitute Protected Health Information, and may be used and disclosed by Business Associate for its own purposes, including, without limitation, for purposes of developing comparative databases, performing statistical analysis and research, and improving the quality of Business Associate's products and services.

4. Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices agreed to in accordance with 45 CFR § 164.520(b)(2), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity agrees that it will not impose special limits or restrictions on the uses and disclosures of its Protected Health Information that may impact in any manner the use and disclosure of Protected Health Information by Business Associate under the Services Agreement and this BA Agreement, including, but not limited to, restrictions on the use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. 164.522(a), unless such restrictions are required by 45 CFR 164.522(a). The foregoing notwithstanding, Business Associate agrees to accommodate reasonable requests for alternative means of communications pursuant to 45 C.F.R. 164.522(b).

4.2 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity except that Business Associate may use Protected Health Information in its possession (i) for Business Associate's proper management and administrative services, or (ii) to provide Data Aggregation services to the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

5. Term and Termination

(a) Term. The provisions of this BA Agreement shall take effect on the Effective Date, and shall terminate upon expiration or termination of the Services Agreement, except as otherwise provided herein.

(b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Services Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:

i. Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Services Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or

ii. Immediately terminate the Services Agreement, if cure of such breach is not possible.

(c) Effect of Termination.

The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Services Agreement for regulatory and other business reasons. Notwithstanding the expiration of the Services Agreement, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

6. Miscellaneous

(a) Regulatory References. A reference in this BA Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The Parties agree to take such action to amend this BA Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA.

(c) Survival. The respective rights and obligations of Business Associate under Section 5(c) of this BA Agreement shall survive the termination of this BA Agreement.

(d) Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules. In the event of any inconsistency between this BA Agreement and the Services Agreement, including any other appendices, schedules, exhibits and attachments, the terms and conditions of this BA Agreement shall control.

(e) No third party beneficiary. Nothing express or implied in this BA Agreement or in the Services Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This BA Agreement shall be governed by and construed in accordance with the governing law provisions of the Services Agreement, subject to applicable federal law.

(g) Countersignature: This BA Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this BA Agreement may contain more than one counterpart of the signature page and this BA Agreement may be executed by the affixing of the signatures of Business Associate and Covered Entity, or County of Hidalgo on behalf of Covered Entity, to one of such counterpart signature pages. All of those counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

(h)Notices: Any notices or communications to be given under this Agreement shall be made to the address and/or fax numbers given below:

To : Hidalgo County
Commissioner's Court
Attention: Sergio Cruz
Phone: 956 292-7000
Fax: 956-292-7035
Sergio_cruz@co.hidalgo.tx.us

To: Business Associate
Aetna
HIPAA Member Rights Team
151 Farmington Ave RT 65
Hartford, CT 06156
FAX 859-280-1272

[NEXT PAGE IS THE SIGNATURE PAGE]

AETNA LIFE INSURANCE COMPANY

Authorized Signature

Print Name

Title

Date

HIDALGO COUNTY

Authorized Signature

Print Name

Title

Date

Zimbra **monica.badillo@co.hidalgo.tx.us**

Re: ELECTRONIC ENROLLMENT TPA Agreement

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Dec 02, 2016 04:19 PM
Subject : Re: ELECTRONIC ENROLLMENT TPA Agreement
To : Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>
Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Sergio,

I have reviewed the attached business associate agreement and approve as to form.

Should you need any additional information, please feel free to contact our office.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

On Fri, Dec 2, 2016 at 3:47 PM, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us> wrote:

Josie,

Could you please review the attached agreement? I have placed it on Tuesday's agenda for approval.

Thank you,

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Gary Looney" <glooney@alamoinsgrp.com>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent: Thursday, December 1, 2016 4:42:52 PM
Subject: RE: ELECTRONIC ENROLLMENT TPA Agreement

I would also like to have the Business Associate form signed. This is the form that allows Aetna to share Personal Health Information with the County. I have an agreement with them that allows them to share the same with me. Tita is working on the reporting module. She agrees that it should be open until year end.

Gary Looney

Alamo Insurance Group

3201 Cherry Ridge Drive, Suite D405 | San Antonio, TX 78230

voice 210.524.7104 | fax 210.524.7183

glooney@alamoinsgrp.com

NOTICE: Please be aware that you cannot bind, alter or cancel coverage without speaking to an authorized representative of Brown & Brown Lone Star Insurance Services Inc. dba Alamo Insurance Group.

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From: Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]
Sent: Thursday, December 01, 2016 3:47 PM
To: Gary Looney
Subject: Re: ELECTRONIC ENROLLMENT TPA Agreement

If the Judge is required to sign, I'll have it signed on the 6th.

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Gary Looney" <glooney@alamoinsgrp.com>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent: Thursday, December 1, 2016 3:43:59 PM
Subject: RE: ELECTRONIC ENROLLMENT TPA Agreement

Mid December is OK. No later than year end.

Gary Looney

Alamo Insurance Group

3201 Cherry Ridge Drive, Suite D405 | San Antonio, TX 78230

voice 210.524.7104 | fax 210.524.7183

glooney@alamoinsgrp.com

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From: Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]
Sent: Thursday, December 01, 2016 3:43 PM
To: Gary Looney
Subject: Re: ELECTRONIC ENROLLMENT TPA Agreement

By when is this needed?

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Gary Looney" <glooney@alamoinsgrp.com>
To: "Sergio Cruz (sergio.cruz@co.hidalgo.tx.us)" <sergio.cruz@co.hidalgo.tx.us>
Sent: Thursday, December 1, 2016 3:39:34 PM
Subject: ELECTRONIC ENROLLMENT TPA Agreement

I need this letter on County letterhead. I think your signature is OK but if you feel Judge needs to sign I'll keep it in the complete package that he needs to sign. But will need it on HC letterhead.

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AI-57621 **Budget and Management** **19. B.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and authorization for Third Party Vendor Electronic Enrollment Data Transfer with Aetna Life Insurance Comapany, with authorization for County Judge to sign all required documents.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 02:19 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Sergio Cruz		Started On: 12/02/2016 02:12 PM
Final Approval Date: 12/02/2016		

AI-57532 **Budget and Management** **19. C.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT-Pct 1 CR 229 BR-M17½ Rd. (1315):
Concurrence of Change Order #2 as submitted by TXDOT for CR 229 Bridge (Mile 17 1/2) at Drain Ditch, CSJ#0921-02-290, with authority for County Judge to sign TXDOT Form 2146-AFA.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1315-431-60-121-096-0-710

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

BUDGETARY IMPACT:

Funds available as of 11/30/16.

Change Order #2 increasing total estimated funding by $5,820.02. Based on AFA agreement, county participation is 0.8%, therefore, estimated participation increase will be $46.56.

Attachments

Executed AFA
Change Order #2
Form 2146
TXDOT email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 03:26 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Merlen P. Munoz		Started On: 11/30/2016 03:06 PM
Final Approval Date: 12/02/2016		

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Hidalgo County, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at the Drainage Ditch Creek on CR 229 (Mile 17 1/2 Road), and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 112696, dated May 26, 2011; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. **Period of this Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Termination of this Agreement**
   This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:
   - **A.** The Agreement is terminated in writing with the mutual consent of the parties;
   - **B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
   - **C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
   - **D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. **Amendments**
   Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. **Remedies**
   This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**
   The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. **Right of Way and Real Property**
   - **A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
   - **B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. **Adjustment of Utilities**
   The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
   Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
   - **B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
   - **C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
   - **D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**
   All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under

the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or

portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 0.8% percent.

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not

eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: Texas Department of Transportation
Attn: District Engineer
600 West Expressway US 83
Pharr, TX 78577-1717

Local Government: Hidalgo County
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78539

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and

deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years

from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR_____(_____)
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. For sub-awards greater than $25,000, the Local Government, as a recipient of federal funding, agrees that it shall:

1. Obtain and provide to the State and the federal government, a Central Contracting Registry (CCR) number with the federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State and the federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top executives to the State and federal government if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and
   ii. Compensation information is not already available through reporting to the U.S.Securities and Exchange Commission (SEC).

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Sub-recipient's fiscal year, the Sub-recipient must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Sub-recipient's fiscal year, the Sub-recipient must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Ramon Garcia
Typed or Printed Name

County Judge
Title

10/5/11
Date

APPROVED BY COMMISSIONERS' COURT
ON: 10/4/11

THE STATE OF TEXAS

David P. Hohmann, P.E.
Director, Bridge Division
Texas Department of Transportation

10/27/11
Date

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

SPECIAL MEETING – OCTOBER 04, 2011

BE IT REMEMBERED, that on this 4TH day of October A.D., 2011, 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 JOEL QUINTANILLA	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:

DATE Oct. 11, 2011
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

20. Budget & Management - Sergio Cruz: (Exhibit Z)

(Audio Tape # 1, Tracking # 3074)

A. AI-28718 TxDot (1315):

1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between County of Hidalgo and Texas Department of Transportation covering Off-System Bridge Replacement and Rehabilitation for the CR 229 (Mile 17 1/2 Rd) at the Drainage Ditch Creek bridge project.

On motion of Commissioner Quintanilla, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote of approval.

2. Authority for County Judge to sign the Advance Funding Agreement.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

3. Approval of 2011 interfund transfer from Precinct #1 Road & Bridge (1200) to TxDot Projects (1315) in the total amount of $5,211.02 to fund Hidalgo County's estimated share for the CR 229 (Mile 17 1/2 Rd) at the Drainage Ditch Creek bridge project.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

4. Approval to pay TxDot the proportionate share ($518.40) of the estimated cost for the CR 229 (Mile 17 1/2 Rd) at the Drainage Ditch Creek bridge project.

On motion of Commissioner Quintanilla, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote of approval.

B. AI-28876 Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) application and affidavit for consideration of local participation reduction for the Mile 2 N From SH 364 to Inspiration Rd (CSJ: 0921-02-921) Project.

On motion of Commissioner Quintanilla, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote of approval.

C. Budget Appropriations:

1. AI-28800 TxDot Notes Payable (1315):

Approval of 2011 appropriation of funds into TxDot Notes Payable in the total amount of $39,062.20.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

21. Purchasing Department - Marty Salazar: (Exhibit AA)

(Audio Tape # 1, Tracking # 3183)

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

DATE Oct. 11, 2011
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 4th day of October 2011

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 04, 2011.

Signed this 11th day of October 2011

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

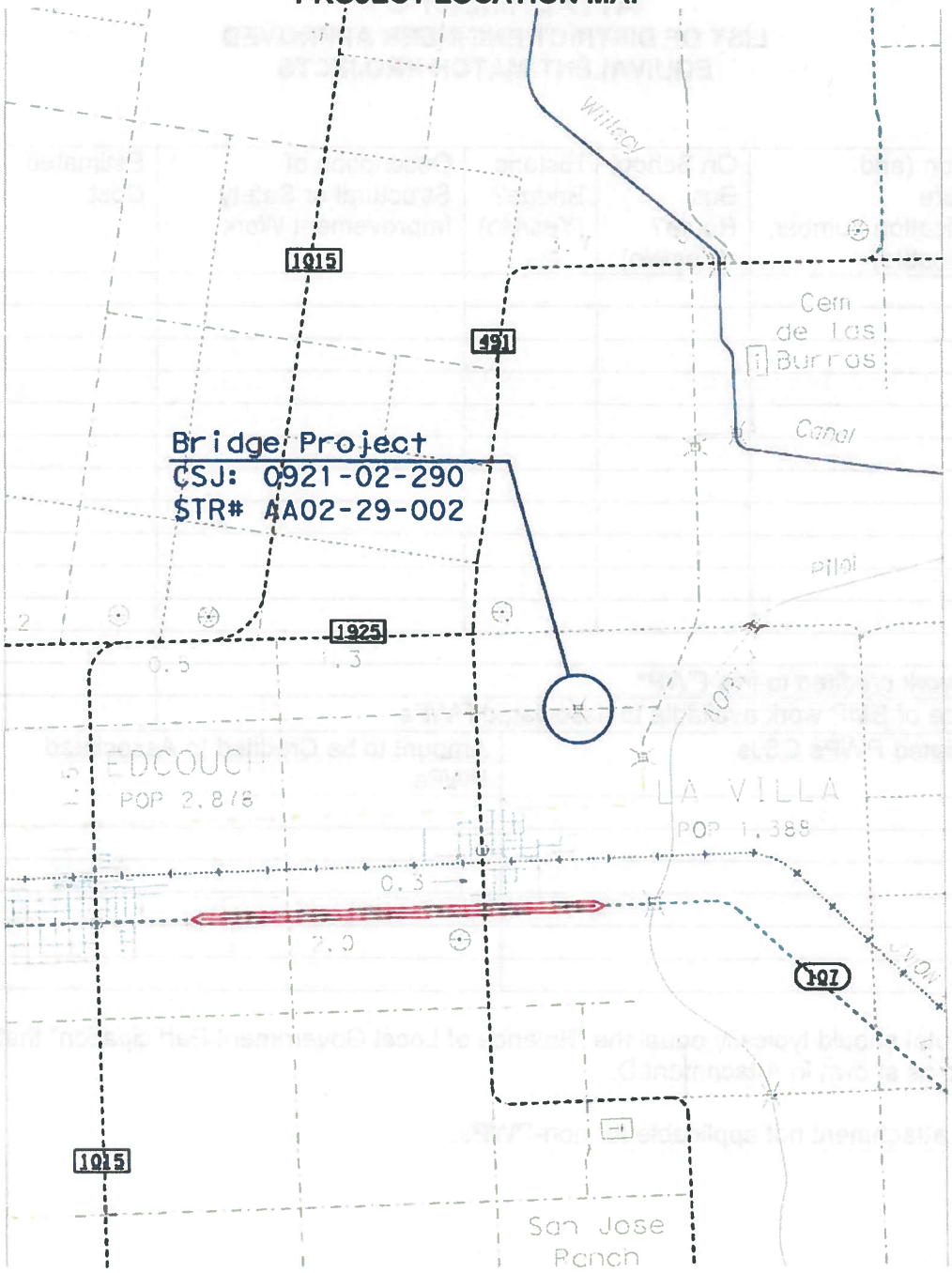
By: _____
Priscilla Torres, Deputy

(Seal)

DATE Oct. 11, 2011
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				

Associated PWPs CSJs	Amount to be Credited to Associated PWPs

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

		Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1)	$64,800.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation (0.8% EDC)			(3) $518.40
Construction		$540,000.00	
Engineering and Contingency (E&C)		$46,578.00	
The Sum of Construction and E&C	(2)	$586,578.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation (0.8% EDC)			(4) $4,692.62
Amount of Advance Funds Paid by Local Government *			(5) $0.00
Amount of Advance Funds to be Paid by Local Government *			(6) $5,211.02
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6) $0.00
Total Project Direct Cost	(1+2)	$651,378.00	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $0.00

MEMO

October 17, 2016

To: Hector P. Gonzalez, Jr., P.E.
Pharr Deputy District Engineer

From: Juan Bosquez, Jr., P.E.
San Benito Area Engineer

Subject: Transmittal of Change Order 2 – Remove Concrete & Steel Casing

---

District: Pharr
Project: BR 2012 (283)
Control: 0921-06-248
County: HIDALGO
Highway: MILE 17 ½ CR BRIDGES

Enclose for your review is change order #2 for the above referenced project. This change order is being submitted to introduce UNIQUE **ITEM #2** to the contract. This change order also proposes to introduce Special Provision 000-249, Certificate of Interested Parties (Form 1295) to the contract in accordance with Texas House Bill 1295.

UNIQUE ITEM 2-9608-2002 REMOVE CONCRETE & STEEL CASING:
This item is being introduced to compensate the contractor for the removal of concrete and steel casing of an existing telephone utility line on the Mile 17 ½ bridge that is in conflict with the construction of piles and bridge abutments. The existing telephone line was to be adjusted by others but it could not be adjusted due to pending right of way acquisition (R.O.W). With no time frames as to when the ROW would be acquired, TXDOT is requesting that the contractor remove the concrete casing in order to adjust the telephone line. This would eliminate any delays from having the line in conflict.

The Contractor will perform the removal of concrete material and casing from the conflicting area with the authorization of the utility owner. Removing the conflicting utility line, will allow the Contractor to proceed with construction of the proposed bridge piling and placement of the bridge abutment and to complete the bridge structure.

JUSTIFICATION:
Due to the urgency of having this conflict resolved, TxDOT and the contractor agreed on a set unit price of $5,416.27. A cost breakdown and supporting documentation was submitted by the Contractor and reviewed for accuracy by TxDOT, the price is found to be fair and reasonable for the work to be performed.

ITEM	DESCRIPTION	UNIT PRICE (LS)	AMOUNT
9608-2002	REMOVE CONCRETE & STEEL CASING	$5,416.49	$5,416.49

Total cost for the scope of work is **$5,416.49**

No additional contract days are granted are by this change order.

No additional plan sheets are being added by this change order.

Special Provision 000
Certificate of Interested Parties (Form 1295)

Submit a signed notarized Form 1295, Certificate of Interested Parties at contract execution and with all contract amendments (including change orders), extensions, and renewals. The form and information and instructions on completing and filing the form are available on the Texas Ethics Commission website.

SiteManager
Construction Management Software

CHANGE ORDER NBR. 2

REPORT DATE: 7/21/2016 1:51:20PM

CONTRACT ID:	092106248
PROJECT:	BR 2012(283)
CONTRACT:	05153210
AWARD AMOUNT:	$1,371,236.75
PROJECTED AMOUNT:	$1,378,361.75
ADJ PROJECTED AMT:	$1,382,664.75
PEND ADJ PROJ AMT:	$1,382,664.75
CONTRACTOR:	VALLEY INFRASTRUCTURE, INC.
CO AMOUNT:	$5,416.49
CO TYPE:	NON-PARTICIPATING
3RD PARTY AMOUNT:	$0.00
APPRV LEVEL:	OVERRIDE

HIGHWAY:	CR
DISTRICT:	21
COUNTY:	CAMERON
AREA ENGINEER:	Juan Bosquez, P.E.
AREA NUMBER:	055

Functions:

- [x] Extra Work
- [ ] Force Account
- [ ] Zero Dollar
- [ ] Final Quantity
- [ ] Overrun/Underrun
- [ ] Change Project Limits
- [ ] Time Adjustment
- [ ] Delete/Add CSJ
- [ ] Stock Account

DESCRIPTION:	REMOV CONC & STEEL CASING
REASON:	6A - 6A-ROW NOT CLEAR - 3RD PARTY RESPONSIBLE
SECONDARY REASON(S):	006C - 6C-UTILITIES NOT CLEAR

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

This change order is being submitted to introduce a UNIQUE ITEM to the contract plans.

UNIQUE ITEM 2-9608-2002 REMOVE CONCRETE & STEEL CASING:
This item is being introduced to compensate the contractor for the removal of concrete and steel casing of an existing telephone utility line on the Mile 17 ½ bridge that is in conflict with the construction of piles and bridge abutments. The existing telephone line was to be adjusted by others but it could not be adjusted due to pending right of way acquisition. With no time frames as to when the ROW would be acquired, TXDOT is requesting that the contractor remove the concrete casing in order to adjust the telephone line. This would eliminate any delays from having the line in conflict.

The Contractor will perform the removal of concrete material and casing from the conflicting area with the authorization of the utility owner. Removing the conflicting utility line, will allow the Contractor to proceed with construction of the proposed bridge piling and placement of the bridge abutment and to complete the bridge structure.

No additional contract days are granted are by this change order.

No additional plan sheets are being added by this change order.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____ 10/17/16
DATE

TYPED/PRINTED NAME: Benito Salines Jr.
DATE

TYPED/PRINTED TITLE: President
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

CONTRACT ID 092106248 CHANGE ORDER NBR. 2

CONTRACT ITEMS

PROJECT NBR 092102290

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
004	0917	96082002		UNIQUE CHANGE ORDER ITEM 2	DOL	5,416 49000	0 000	1.000	1.000	$5,416.49
		CO DESCR		CO 2 REMOV CONC & STEEL CASING						
								CHANGE ORDER AMOUNT		$5,416.49

Change Order Checklist

Change Order Number:	02	Contractor:	VALLEY INFRASTRUCTURE
CSJ:	0921-06-248	Project:	BR 2012 (283)
Highway:	CR MILE 17 1/2	County:	HIDALGO
Area Engineer:	Juan Bosquez, Jr	CO Amount:	$5,416.49

Is the change order for an interim adjustment? ☐ Yes ☒ No
Is the change order ☒ State oversight? ☐ Federal oversight? ☐ Participating? ☒ Non-Participating?
If Federal oversight, is the change order ☐ Major? ☐ or Minor?
Is the Reason Code correct? ☒ Yes ☐ No
Is the proposed work within project limits? ☒ Yes ☐ No
Does the change order affect the DBE commitment? ☐ Yes ☒ No
Has time been addressed? ☒ Yes ☐ No

Yes	No	NA	**Signatures**
☐	☒	☐	Has the change order been signed by the Contractor?
☐	☒		Is change order signed by AE?
☐	☒	☐	Is DE signature included? (If required)
☐	☒		Is AED-DO signature required? (If so, see "Administrative Approval" below.)

Yes	No	NA	**3rd Party Funding**
☒	☐		Is 3rd party funding involved in this project? (If no, move to next section)
☒	☐	☐	If yes, has the funding been requested and received?
☒	☐		Does this change order impact 3rd party funding?
☐	☒	☐	Will this impact require a new or revised funding agreement?
☐	☐	☒	If an amendment or new agreement is required, has OGC-CSS reviewed the agreement?
☒	☐	☐	Has a Third Party Funding Notification Sheet (Form 2146-AFA) been sent and signed by the 3rd party?

Yes	No	NA	**Permitting: Environmental, Historical, etc**
☒	☐		Is the work within the scope of the original environmental assessments and reviews?
☐	☒		Does this change order impact pedestrian elements previously reviewed by TDLR or increase the cost of pedestrian elements to $50,000 or more? If yes, answer next question.
☐	☐	☒	Has TDLR reviewed the impact to pedestrian elements associated with this change order?
☐	☒		Does work performed in the change order affect any current environmental commitments?
☐	☐	☒	Have the necessary environmental clearances or permits been obtained to address the affect?
☐	☒		Does work performed in the change order increase the impact to wetlands; waters of the U.S.; archeological, historical or social issues; endangered species; or any other regulated areas?
☐	☐	☒	Have the necessary clearances or permits been obtained to address the increased impact?
☐	☐	☒	If the change order work causes the soil disturbance area to exceed the 1 acre and 5 acre thresholds, has a CSN or NOI been processed?

Yes	No	NA	**Stockpiled Materials**
☐	☐	☒	Are materials being received through this change order that will be placed in stock?
☐	☐	☒	If yes, have the materials been set up in MSMS?

Yes	No	NA	**Area Office and District Approval**
☒	☐		Does the AE's memo include an explanation/description of the change order work?
☒	☐	☐	Is price justification information included? (per District procedures)
☐	☐	☒	Are plan sheets attached? (per District procedures)
☐	☐	☒	If a time extension is being granted, has it been justified? (per District procedures)

Yes	No	NA	**Administrative Approval**
☐	☐		Is a copy of the AE memo included in the transmittal to CST?
☐	☐		Does the transmittal indicate who prepared the plans? (TxDOT or Consultant)
☐	☐	☐	If consultant prepared, is the consultant name provided?
☐	☐		Is the status of the change order work indicated? (awaiting CO approval, active, complete)
☐	☐		Does the transmittal indicate if environmental clearance for extra work has been addressed?
☐	☐		Has the bank balance category for funding been identified?
☐	☐		Is the transmittal memo from the District to CST attached and signed?
☐	☐		Is all required documentation attached? (Ex: Plan Sheets, Form 2146, Price Justification, Force Account Backup Data)
☐	☐		Has prior verbal approval of the change order work been given by Administration?

Comments:

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

HIDALGO COUNTY

(Outside Entity's Legal Name)

CCSJ:	0921-06-248
Project:	BR 2012 (283)
Highway:	MILE 17 1/2 CR
County:	HIDALGO
District:	PHARR
Contract Number:	2011C09301

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 5,416.49)

☒ Actual Cost

(a) Contract Items (Bid Items):			5,416.49
(b) E&C*:	(a) x 7.45% (enter %)	=	403.53
(c) Indirect Cost**:	(a + b) x (enter %)	=	0.00
TOTAL			5,820.02

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

_____

TxDOT Representative Date

Typed/Printed Name: _____

VALLEY INFRASTRUCTURE, INC.
BID - REMOVE CONCRETE ENCASEMENT
TXDOT

APRIL 27, 2016

REMOVE CONCRETE ENCASEMENT (1 LS)

LABOR - Break Concrete (To Clear Piling)

	Description	Hourly Rate	Overtime Factor	Avg. Hourly Rate w/ OT	Hours Worked	Direct Labor	P/R Taxes 55%	Markup 25%		
1	Leadman	22.50	1.00	22.50	5.00	112.50	61.88	28.13	=	202.50
1	Labor	10.25	1.00	10.25	20.00	205.00	112.75	51.25	=	369.00
1	Labor	12.12	1.00	12.12	20.00	242.40	133.32	60.60	=	436.32
1	Operator	12.56	1.00	12.56	0.00	0.00	0.00	0.00	=	0.00
										1,007.82

LABOR - Break Concrete (To Form Abutment)

	Description	Hourly Rate	Overtime Factor	Avg. Hourly Rate w/ OT	Hours Worked	Direct Labor	P/R Taxes 55%	Markup 25%		
1	Leadman	22.50	1.00	22.50	5.00	112.50	61.88	28.13	=	202.50
1	Labor	10.25	1.00	10.25	20.00	205.00	112.75	51.25	=	369.00
1	Labor	12.12	1.00	12.12	20.00	242.40	133.32	60.60	=	436.32
1	Operator	12.56	1.00	12.56	0.00	0.00	0.00	0.00	=	0.00
										1,007.82

LABOR - Remove Casing (To Form Abutment)

	Description	Hourly Rate	Overtime Factor	Avg. Hourly Rate w/ OT	Hours Worked	Direct Labor	P/R Taxes 55%	Markup 25%		
1	Leadman	22.50	1.00	22.50	5.00	112.50	61.88	28.13	=	202.50
1	Labor	10.25	1.00	10.25	10.00	102.50	56.38	25.63	=	184.50
1	Labor	12.12	1.00	12.12	0.00	0.00	0.00	0.00	=	0.00
1	Operator	12.56	1.00	12.56	10.00	125.60	69.08	31.40	=	226.08
										613.08

EQUIPMENT

	Description	Blue Book Hourly Rate	Equipment Hours	Equipment Cost	Markup 15%		
1	Foreman PU	13.87	15.00	208.05	31.21	=	239.26
1	Crew PU	15.95	50.00	797.50	119.63	=	917.13
1	Air Compressor	15.43	40.00	617.20	92.58	=	709.78
1	Backhoe	30.14	10.00	301.40	45.21	=	346.61
							2,212.77

MATERIALS

Description	Quantity	Unit	Unit Cost	Material Cost	Markup 25%		
Forms	1	EA	0.00	0.00	0.00	=	0.00
Supplies	1	LS	145.00	145.00	36.25	=	181.25
							181.25

SUBCONTRACTOR

	Description	Quantity	Unit	Unit Cost	Subcontractor Cost	Markup 5%		
1	Trucking (Haul Backhoe)	1	LS	375.00	375.00	18.75	=	393.75
								393.75

TOTAL COST **5,416.49**

UNIT PRICE **$5,416.49 /LS**

ADDITIONAL DAYS: 5

Track and Wheels Repair

11425 N. Conway Avenue.
Mission, TX 78573

Phone #	Fax #
956-583-2384	956-583-9088

Date	Invoice #
4/6/2016	4451

Bill To

Valley Infrastructure Inc.
P.O Box 3245
Phone-956-316-1100 Fax-956-316-0346
Cell-956-330-1712
Edinburg, TX 78540

P.O. No.

Project 02-15
Transportation

Description	Qty	Rate	Amount
Transportation of 310G backhoe from La Villa, Tx to Santa Maria, Tx.		375.00	375.00

JOB 02-15 A/C# 501102 AMT. 375.-

Subtotal	$375.00
Sales Tax (6.25%)	$0.00
Total	$375.00

RECEIVED
APR 07 2016

BY: .....

GC Steel & Accessories, LLC

Invoice

Date	Invoice #
3/22/2016	12067

Bill To	Ship To/ Project
Valley Infrastructure 7306 U.S. 281 Edinburg, TX 78542	

P.O. Number	Terms	Ship	Via	F.O.B.	
	Net 30	3/22/2016	Customer P/U	SO#12395	

Quantity	Description	Price Each	Amount
2	Blade - 14" Husq. QH5	98.00	196.00T
6	Crews Clear Checklite Safety Glasses	2.99	17.94T
6	Crews Checklite Shaded Safety Glasses	2.99	17.94T
3	Bos Economy Plus Black PVC Gloves	4.99	14.97T
50	2" x 4" x 8" Utility Brick	0.50	25.00T
			271.85
	8.25% Tax	8.25%	22.43

JOB	A/C#	AMT.
05-14	501807	262.22
05-14	501207	25.06

RECEIVED
MAR 31 2016
BY:

Payments/Credits	$0.00
Total	$294.28

Thank you for your business.

Phone: 956-797-5200
Fax: 956-797-1600

Please remit payment to:
P O Box 1249
La Feria, Texas 78559

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Valley Infrastructure, Inc.

ADDRESS P.O. Box 3245, Edinburg, Texas 78540

OMB No.: 1235-0008
Expires: 02/28/2018

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
10	04/16/2016	CR Cameron County ETC. 0921-06-248 ETC	Project BR 2012 (283)

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S 10	M 11	T 12	W 13	T 14	F 15	S 16 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Ortega, Heriberto (5942)		1347 Excavator Operator	O					1.00	10.00		11.00	$18.84	$709.64	$54.29	$23.37				$77.66	$631.98
			S	0.00	10.00	10.00	11.00	9.00		0.00	40.00	12.56	$709.64							
Perez, Juan (7572)		1172 Common Laborer	O					4.00	12.00		16.00	$15.38	$656.08	$50.18	$59.63				$109.81	$546.19
			S	0.00	12.00	12.00	9.00	7.00		0.00	40.00	10.25	$656.00							
Garcia, Ponciano (4197)		1124 Concrete Finisher	O						5.00		5.00	$18.75	$593.75	$45.42	$19.57				$64.99	$528.76
			S	0.00	9.50	9.00	7.00	10.00	4.50		40.00	12.50	$593.75							
Martinez, Ignacio (1987)		1172 Common Laborer	O						5.50		5.50	$15.75	$506.63	$38.76	$18.64				$57.40	$449.23
			S	0.00	9.50	9.00	7.00	10.50	4.00		40.00	10.50	$506.63							
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 04/16/2016

I, Raul D. Garza (Name of Signatory Party) Office Clerk (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Valley Infrastructure, Inc. (Contractor or Subcontractor) on the Cameron County ETC. (Building or Work); that during the payroll period commencing on the 10 day of April, 2016, and ending the 16 day of April, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Valley Infrastructure, Inc. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Raul D. Garza Office Clerk	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

Valley Infrastructure, Inc.

ADDRESS P.O. Box 3245, Edinburg, Texas 78540

OMB No.: 1235-0008
Expires: 02/28/2018

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
11	04/23/2016	CR Cameron County ETC. 0921-06-248 ETC	Project BR 2012 (283)

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE	S 17	M 18	T 19	W 20	T 21	F 22	S 23	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																	
Flores, Valentin (8663)		1172 Common Laborer	O						4.00	12.00		16.0(	$16.13	$467.63	$52.62	$60.70				$113.32	$574.68
			S		0.00	0.00	0.00	11.50	8.00		0.00	19.5(	10.75	$688.00							
Garcia, Ponciano (4197)		1124 Concrete Finisher	O							8.50	0.00	8.50	$18.75	$428.13	$50.44	$26.13				$76.57	$582.81
			S		0.00	0.00	0.00	10.00	10.00	1.50	0.00	21.5(	12.50	$659.38							
Martinez, Ignacio (1987)		1172 Common Laborer	O							8.50		8.50	$15.75	$459.38	$42.37	$23.37				$65.74	$488.14
			S		0.00	0.00	9.50	11.00	9.50	1.00	0.00	31.0(	10.50	$553.88							
Munoz, Cesar (0731)		1205 Pipelayer	O							10.00	0.00	10.0(	$18.18	$181.80	$52.38	$36.85				$89.23	$595.55
			S		0.00	0.00	0.00	0.00	0.00				12.12	$684.78							
Ortega, Heriberto (5942)		1347 Excavator Operator	O						2.00	10.00	0.00	12.0(	$18.84	$602.88	$55.73	$25.25				$80.98	$647.50
			S		0.00	0.00	10.00	11.00	9.00			30.0(	12.56	$728.48							
Perez, Juan (7572)		1172 Common Laborer	O						5.00	11.00	0.00	16.0(	$15.38	$543.25	$50.18	$59.63				$109.81	$546.19
			S		0.00	0.00	11.00	12.00	6.00			29.0(	10.25	$656.00							
Rivera, Jose (6713)		1172 Common Laborer	O							8.50	0.00	8.50	$16.13	$470.31	$43.38	$57.97				$101.35	$465.71
			S		0.00	0.00	9.50	11.00	9.50	1.00		31.0(	10.75	$567.06							
Sanchez, Octavio (7058)		1175 Laborer, Utility	O											$378.00	$28.92	$21.36				$50.28	$327.72
			S		0.00	0.00	0.00	10.50	10.50	10.50	0.00	31.5(	12.00	$378.00							

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 04/23/2016

I, Raul D. Garza (Name of Signatory Party) Office Clerk (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Valley Infrastructure, Inc. (Contractor or Subcontractor) on the

Cameron County ETC. (Building or Work); that during the payroll period commencing on the

17 day of April, 2016, and ending the 23 day of April, 2016,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Valley Infrastructure, Inc. (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Raul D. Garza Office Clerk	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

April 25, 2016

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Horsepower	**195**	Power Mode	**Diesel**
Cab Type	**Crew**	Axle Configuration	**4X2**
Ton Rating	**1**	Horsepower	**195.0**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$925.00	$260.00	$65.00	$10.00	$11.20	$16.46
Adjustments						
Region (Texas: 91.4%)	($79.55)	($22.36)	($5.59)	($0.86)		
Model Year (2013: 98.9%)	($9.30)	($2.61)	($0.65)	($0.10)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$836.15**	**$235.03**	**$58.76**	**$9.04**	**$11.20**	**$15.95**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	$518.00 / mo
Overhaul (ownership)	27%	$249.75 / mo
CFC (ownership)	7%	$64.75 / mo
Indirect (ownership)	10%	$92.50 / mo
Fuel (operating) @ $3.46	72%	$8.10 / hr

Revised Date: 2nd Half 2015

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

April 25, 2016

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Horsepower	**160**	Power Mode	**Diesel**
Cab Type	**Conventional**	Axle Configuration	**4X4**
Ton Rating	**3/4**	Horsepower	**160.0**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$860.00	$240.00	$60.00	$9.00	$9.45	$14.34
Adjustments						
Region (Texas: 91.4%)	($73.96)	($20.64)	($5.16)	($0.77)		
Model Year (2013: 98.9%)	($8.65)	($2.41)	($0.60)	($0.09)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$777.39**	**$216.95**	**$54.24**	**$8.14**	**$9.45**	**$13.87**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	$481.60 / mo
Overhaul (ownership)	27%	$232.20 / mo
CFC (ownership)	7%	$60.20 / mo
Indirect (ownership)	10%	$86.00 / mo
Fuel (operating) @ $3.46	70%	$6.64 / hr

Revised Date: 2nd Half 2015

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

April 25, 2016

Portable Rotary Screw Air Compressors

Miscellaneous Models

Size Class:
Free Air Delivery 125 - 249 cfm

Configuration for Portable Rotary Screw Air Compressors

Air Delivery Rating	**185 cfm**	Rated Pressure @ PSI	**125 psi**
Horsepower	**80 hp**	Power Mode	**Diesel**
Air Delivery Rating	**185 cfm**	Rated Pressure @ PSI	**125 psi**
Horsepower	**80.0 hp**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$800.00	$225.00	$56.00	$8.00	$11.65	$16.20
Adjustments						
Region (Texas: 89.8%)	($81.60)	($22.95)	($5.71)	($0.82)		
Model Year (2007: 92.6%)	($53.16)	($14.95)	($3.72)	($0.53)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$665.24**	**$187.10**	**$46.57**	**$6.65**	**$11.65**	**$15.43**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	24%	$192.00 / mo
Overhaul (ownership)	63%	$504.00 / mo
CFC (ownership)	6%	$48.00 / mo
Indirect (ownership)	7%	$56.00 / mo
Fuel (operating) @ $2.78	69%	$8.01 / hr

Revised Date: 1st Half 2016

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

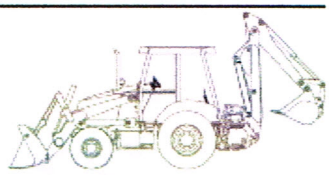
Rental Rate Blue Book®

April 27, 2016

Deere 310G (disc. 2007)

Tractor-Loader-Backhoes

Size Class:
Max. Backhoe Digging Depth 14' to Under 15'
Weight:
12,800 lbs.



Configuration for 310G

Power Mode	**Diesel**	Drive	**2WD**
Loader Bucket Capacity--Heaped	**1.00 cy**	Backhoe Stick	**Fixed in**
Net Horsepower	**70.0 hp**	Operator Protection	**ROPS/FOPS**

Equipment Notes: Includes General Purpose bucket, backhoe bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$2,315.00	$650.00	$165.00	$25.00	$18.55	$31.70
Adjustments						
Region (Texas: 88.9%)	($256.97)	($72.15)	($18.32)	($2.78)		
Model Year (2006: 99.1%)	($18.52)	($5.20)	($1.32)	($0.20)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$2,039.51**	**$572.65**	**$145.36**	**$22.02**	**$18.55**	**$30.14**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$763.95 / mo
Overhaul (ownership)	49%	$1,134.35 / mo
CFC (ownership)	6%	$138.90 / mo
Indirect (ownership)	12%	$277.80 / mo
Fuel (operating) @ $3.46	51%	$9.42 / hr

Revised Date: 2nd Half 2015

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TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

HIDALGO COUNTY

(Outside Entity's Legal Name)

CCSJ:	0921-06-248
Project:	BR 2012 (283)
Highway:	MILE 17 1/2 CR
County:	HIDALGO
District:	PHARR
Contract Number:	2011C09301

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 5,416.49)

☒ Actual Cost

(a) Contract Items (Bid Items):			5,416.49
(b) E&C*:	(a) x 7.45% (enter %)	=	403.53
(c) Indirect Cost**:	(a + b) x (enter %)	=	0.00
TOTAL			5,820.02

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

_____

TxDOT Representative Date

Typed/Printed Name: _____

Zimbra **merlen.munoz@co.hidalgo.tx.us**

Re: MILE 17 1/2 CHANGE ORDER - LINE ENCASEMENT

From : David Vera <David.Vera@txdot.gov> Tue, Nov 29, 2016 04:33 PM

Subject : Re: MILE 17 1/2 CHANGE ORDER - LINE ENCASEMENT 2 attachments

To : merlen munoz <merlen.munoz@co.hidalgo.tx.us>

Cc : Roberto Jimenez <Roberto.A.Jimenez@txdot.gov>, sergio cruz <sergio.cruz@co.hidalgo.tx.us>, sergio cruz <sergio.cruz@co.hidalgo.tx.us>, David Vera <David.Vera@txdot.gov>

Mrs. Munoz,

I tried to reply to the original email but would not let me due to our virus protection program. For some reason it was flagging the email. Roberto is out of the office today but will be back tomorrow. I have attached the AFA for the Mile 17 ½ project. You are correct that the controlling CSJ for this project (0921-06-248) is listed under Cameron County. There are 2 other bridges other than the Kornegay Bridge (0921-06-248). One is Line 20 (CSJ: 0921-06-249) & two Mile 17.5 (CSJ: 0921-02-290). We found that each bridge has its own AFA. Two for Cameron County and this one for Hidalgo County. I have attached the AFA for your review. This is the reason this request is being sent to your office. Please feel free to contact us with any further questions or concerns.

Good Day

TEXAS DEPARTMENT OF TRANSPORTATION

David R. Vera, P.E.
Transportation Engineer
Office 956.399.5102
Fax 956.399.8450
david.vera@txdot.gov

#EndTheStreakTX

TEXAS DEPARTMENT OF TRANSPORTATION

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AI-57513 **Budget and Management** **19. D.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to designate the amount of $279,375.11 in the year 2016 for expenditures related to insurance proceeds received for the damages sustained during the May 2016 Weather Event in Pct 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-890

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

BUDGETARY IMPACT:

Funds available pending approval of AI-57511. Monies will be used for damages sustained by Pct 3 Anzaldua's Park during the May 2016 Weather Event in Granjeno.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 03:37 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Merlen P. Munoz		Started On: 11/29/2016 02:58 PM
Final Approval Date: 12/02/2016		

AI-57515 **Budget and Management** **19. E.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval of payment to Head Start in the amount of $22,738.73 for insurance proceeds received for damages sustained during the May 2016 Weather Event in Granjeno.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-210-30-000-000-0-000

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

BUDGETARY IMPACT:

Funds available pending JE by Auditor's Office. Funding originally receipted under account#6-1100-360-00-000-005-0-000 GEN FUND-Misc Rev-Insurance Claims.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/30/2016 02:53 PM
Budget & Management	Veronica Ortiz	11/30/2016 03:24 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Merlen P. Munoz		Started On: 11/29/2016 03:29 PM
Final Approval Date: 12/02/2016		

AI-57501 **Budget and Management** **19. F.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office (1100) / Constable Pct. 1 - TTBH (1285):
1. Approval of the following salary schedule changes:

Action	Department/Program/Fiscal Year	Slot No.	Approved Position Title	Approved Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Effective Date
Salary Schedule Change	280-001-0	0114	Deputy Sheriff Step I	$44,577.00	Senior Deputy Sheriff Step II	$51,068.00	11/14/16
Salary Schedule Change	291-013-7	0001	Deputy Constable Step I	$44,577.00	Deputy Constable Step II	$45,691.00	12/06/16

2. Approval to revise the Salary Schedule in accordance with Commissioner's Court action.

BACKGROUND

Salary Schedule changes in accordance with Law Enforcement Pay Plan.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funds available within department budget.

FISCAL YEAR: 2017 **ACCT. #:** 6-1285-421-00-291-013-7-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/02/16.

Attachments

Salary Analysis
Fiscal Note - Const. Pct. 1
note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 11:28 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Patricia Ramos		Started On: 11/29/2016 10:55 AM
Final Approval Date: 12/02/2016		

SHERIFF

Salaries Analysis Worksheet

as of 11/29/2016

Acct No: 6-1100-421-00-280-001-0

ACTUAL EXPENDITURES						
Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Alio Available Balance	Availability
113	Reg F/T Employees	$629,087.59	3.5	$2,201,806.57	$2,245,163.76	$43,357.19
TOTAL		$629,087.59	-	$2,201,806.57	$2,245,163.76	$43,357.19

*Expenditures based on actual not budgeted.

Please note:

Longevity pay & Health Ins = 24 pay periods (twice a month)
Life Ins = 12 pay periods (once a month)
All others = 26 pay periods

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 06, 2016** **Agenda Item:** **57501**

Summary of request/proposal:
Constable Pct. 1 - TTBH (1285): Approval of the following personnel actions, effective 12/06/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	Deputy Constable Step II	0001	113	44,577.00	45,691.00	1,114.00
				44,577.00	45,691.00	1,114.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1285-421-00-291-013-7-	113	CONST. PCT. 1 -TTBH -	REG F/T EMPLOYEES	$81.10
6-1285-421-00-291-013-7-	211	CONST. PCT. 1 -TTBH -	HEALTH INSURANCE	$0.00
6-1285-421-00-291-013-7-	212	CONST. PCT. 1 -TTBH -	LIFE INSURANCE	$0.00
6-1285-421-00-291-013-7-	220	CONST. PCT. 1 -TTBH -	FICA	$6.20
6-1285-421-00-291-013-7-	230	CONST. PCT. 1 -TTBH -	RETIREMENT	$9.12
6-1285-421-00-291-013-7-	250	CONST. PCT. 1 -TTBH -	UNEMPLOYMENT COMP	$0.49
6-1285-421-00-291-013-7-	260	CONST. PCT. 1 -TTBH -	WORKER'S COMP	$2.53
			2016 Budgetary Impact	$99.44

2017 Budgetary Impact $1,368.44

Possible Funding Sources: **Funds have been appropriated; AI-57316 CC 11/30/16.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 06, 2016 Agenda Item: 57501

Summary of request/proposal:
Sheriff (1100)-
Approval of the following personnel actions, effective 11/14/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Senior Deputy Sheriff Step II	0114	113	44,577.00	51,068.00	6,491.00
				44,577.00	51,068.00	6,491.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	$870.44
6-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
6-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
6-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$66.59
6-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$97.92
6-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$5.22
6-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$27.16
			2016 Budgetary Impact	$1,067.33

2017 Budgetary Impact: $7,973.55

Possible Funding Sources: Funds available in obj. code 113

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-57511 **Budget and Management** **19. G. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm (1100):
a. Approval of certification of revenues as certified by the County Auditor for revenues received for insurance proceeds from damages sustained during the May 2016 Flood Event.
b. Approval of 2016 appropriation of funds into Co. Wide Adm in the amount of $279,375.11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-890

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

BUDGETARY IMPACT:

Funds available as follows:
$112,500.00 from the unassigned fund balance for general fund (amount previously certified 9/6/16 AI-55960)
$166,875.11 pending certification of revenues from the Auditor's Office (Receipt #201573,202102,203478,203870,203869)

Attachments

transfer
COR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/29/2016 03:34 PM
Budget & Management	Veronica Ortiz	11/29/2016 03:36 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Merlen P. Munoz		Started On: 11/29/2016 02:32 PM
Final Approval Date: 12/02/2016		

DATE: November 29, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO WIDE ADM**

ACCOUNT NUMBER: 6-1345-431-00-124-190-0-721

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
6-1100-415-00-115-002-0- 890	CO WIDE ADM	OTHER	279,375.11
6-1100-360-00-000-005-0- 000	*GEN FUND-MISC REV-INSURANCE CLAIMS*		*166,875.11*
		TOTAL BUDGET INCREASE (DECREASE)	**279,375.11**

REASON:

Appropriate funding for designation of insurance proceeds received from damages sustained during the May 2016 Weather Event. All damages sustained by Pct 3 Anzaldua's Park.

Monies from the unassigned fund balance for Fund 1100 or pending to be certified by the County Auditor's Office from proceeds received in FY2016 under 6-1100-360-00-000-005-0-000.

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

December 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from insurance proceeds in the amount of $166,875.11 for Precinct 3. 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

12/6/16
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Tuesday, November 29, 2016

Subject: Certification of Revenues insurance proceeds for Pct 3 Anzaldua's Park

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to insurance proceeds received for damages sustained during the May 2016 Weather Event in Granjeno in the amount of $166,875.11.

Funding was receipted into the account# 6-1100-360-00-000-005-0-000 GEN FUND-MISC REV-INSURANCE CLAIMS (Receipt#201573, 202102, 203478, 203870, & 203869)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-57511 **Budget and Management** **19. G. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm (1100):
a. Approval of certification of revenues as certified by the County Auditor for revenues received for insurance proceeds from damages sustained during the May 2016 Flood Event.
b. Approval of 2016 appropriation of funds into Co. Wide Adm in the amount of $279,375.11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-890

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

BUDGETARY IMPACT:

Funds available as follows:
$112,500.00 from the unassigned fund balance for general fund (amount previously certified 9/6/16 AI-55960)
$166,875.11 pending certification of revenues from the Auditor's Office (Receipt #201573,202102,203478,203870,203869)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/29/2016 03:34 PM
Budget & Management	Veronica Ortiz	11/29/2016 03:36 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Merlen P. Munoz		Started On: 11/29/2016 02:32 PM
Final Approval Date: 12/02/2016		

DATE: November 29, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO WIDE ADM**

ACCOUNT NUMBER: 6-1345-431-00-124-190-0-721

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
6-1100-415-00-115-002-0- 890	CO WIDE ADM	OTHER	279,375.11
6-1100-360-00-000-005-0-000	Gen Fd - Misc Rev - Insurance Claims		166,875.11
		TOTAL BUDGET INCREASE (DECREASE)	**279,375.11**

REASON: Appropriate funding for designation of insurance proceeds received from damages sustained during the May 2016 Weather Event. All damages sustained by Pct 3 Anzaldua's Park.

Monies from the unassigned fund balance for Fund 1100 or pending to be certified by the County Auditor's Office from proceeds received in FY2016 under 6-1100-360-00-000-005-0-000.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Insurance Proceeds

VRS vericlaim a sedgwick company **vrs >> vericlaim**

722 Morgan Blvd., Suite M
Harlingen, Texas 78550
(956) 854 - 2384 Direct
(965) 373 - 2583 Cell
jadame@vericlaiminc.com

HIDALGO_COUNTY

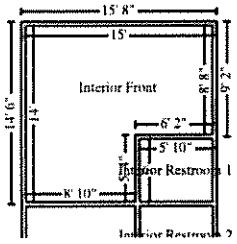
Main Level



Ticket Office

588.18 Surface Area
99.95 Total Perimeter Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&I
1. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	6.67 SQ	139.32	0.00	185.8(
2. Roofing felt - 30 lb.	5.88 SQ	23.30	0.00	27.4(
3. Drip edge	99.95 LF	1.68	0.00	33.5(
4. Flashing - pipe jack	6.00 EA	30.35	0.00	36.4:
5. Sheathing - plywood - 1/2" CDX	588.18 SF	1.83	0.00	215.2(
6. Rafters - 2x6 - 16" OC (3-5/12 Gable, per SF of floor)	558.00 SF	2.92	0.00	325.8(
Totals: Ticket Office			**0.00**	**824.4:**



Interior Front

464.00 SF Walls
641.11 SF Walls & Ceiling
19.68 SY Flooring
58.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&I
7. Door knob - interior	1.00 EA	36.41	0.00	7.2(
8. Door lockset - exterior	1.00 EA	44.63	0.00	8.9:
9. Stud wall - 2" x 4" - 16" oc	464.00 SF	1.92	0.00	178.1(
10. Joist - floor or ceiling - 2x8 - w/blocking - 16" oc	354.22 SF	2.67	0.00	189.1(
11. Underlayment - 1/2" OSB	177.11 SF	1.48	0.00	52.4:
12. Baseboard - 2 1/4"	58.00 LF	1.96	0.00	22.7(
13. Paint baseboard - one coat	58.00 LF	0.67	0.00	7.78
14. Vinyl tile	177.11 SF	2.74	0.00	97.06
15. Batt insulation - 6" - R19 - unfaced batt	464.00 SF	0.93	0.00	86.30

37,500.00 A
75,000.00 B
002
(I) 112,500.00*

37,500.00 C
50,000.00 D
51,056.92 E
25,528.46 F
25,528.46 G
005
(II) 189,613.84*

112,500.00+
189,613.84+
002
302,113.84*

302,113.84+
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0.*
Head Start Portion
10,043.46+
1,452.36+
1,034.37+
9,115.11+
1,093.43+
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22,738.73*

189,613.84+
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166,875.11*

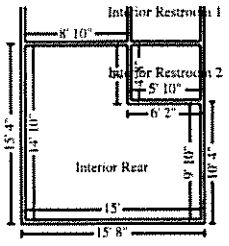
46.64	(12.95)	33.69
582.34	(48.53)	533.81
517.82	(11.60)	506.22

vrs >> vericlaim

722 Morgan Blvd., Suite M
Harlingen, Texas 78550
(956) 854 - 2384 Direct
(965) 373 - 2583 Cell
jadame@vericlaiminc.com

CONTINUED - Interior Front

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
16. Batt insulation - 10" - R30 - paper faced	177.11 SF	1.34	0.00	47.48	284.80	(6.61)	278.19
17. Paneling	464.00 SF	1.81	0.00	167.96	1,007.80	(25.21)	982.59
18. 1/2" drywall - hung, taped, floated, ready for paint	177.11 SF	1.81	0.00	64.12	384.69	(9.15)	375.54
19. Paint the walls and ceiling - two coats	641.11 SF	0.69	0.00	88.48	530.85	(0.00)	530.85
20. Seal the walls and ceiling w/latex based stain blocker - one coat	641.11 SF	0.44	0.00	56.42	338.51	(94.03)	244.48
21. Crown molding - 3 1/4"	58.00 LF	3.08	0.00	35.74	214.38	(5.14)	209.24
22. Paint crown molding - two coats	58.00 LF	1.04	0.00	12.06	72.38	(20.11)	52.27
23. Window trim set (casing & stop)	56.00 LF	2.94	0.00	32.94	197.58	(4.91)	192.67
24. Paint door or window opening - 2 coats (per side)	8.00 EA	22.08	0.00	35.32	211.96	(58.88)	153.08
25. Cabinetry - lower (base) units	4.00 LF	155.77	0.00	124.62	747.70	(60.44)	687.26
26. Cabinetry - upper (wall) units	2.00 LF	112.10	0.00	44.84	269.04	(21.48)	247.56
27. Countertop - flat laid plastic laminate	4.00 LF	35.46	0.00	28.38	170.22	(43.69)	126.53
28. Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA	85.14	0.00	34.04	204.32	(5.41)	198.91
29. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA	22.08	0.00	13.24	79.48	(22.08)	57.40
30. Interior door unit	1.00 EA	146.90	0.00	29.38	176.28	(6.76)	169.52
31. Exterior door - metal - insulated - flush or panel style	1.00 EA	290.24	0.00	58.06	348.30	(13.84)	334.46
32. Paint door slab only - 2 coats (per side)	4.00 EA	26.64	0.00	21.32	127.88	(0.00)	127.88
33. Sink - double	1.00 EA	111.12	0.00	22.22	133.34	(0.00)	133.34
34. P-trap assembly - ABS (plastic)	1.00 EA	41.56	0.00	8.32	49.88	(0.00)	49.88
35. Rough in plumbing - includes supply and waste lines	177.11 SF	2.74	0.00	97.06	582.34	(97.06)	485.28
Totals: Interior Front			**0.00**	**1,671.84**	**10,030.72**	**650.29**	**9,380.43**



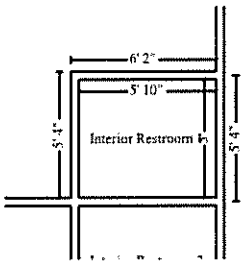
Interior Rear **Height: 8'**

477.33 SF Walls	191.67 SF Ceiling
669.00 SF Walls & Ceiling	191.67 SF Floor
21.30 SY Flooring	59.67 LF Floor Perimeter
59.67 LF Ceil. Perimeter	

722 Morgan Blvd., Suite M
Harlingen, Texas 78550
(956) 854 - 2384 Direct
(965) 373 - 2583 Cell
jadame@vericlaiminc.com

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
36. Door knob - interior	1.00 EA	36.41	0.00	7.28	43.69	(9.10)	34.59
37. Door lockset - exterior	1.00 EA	44.63	0.00	8.92	53.55	(11.16)	42.39
38. Stud wall - 2" x 4" - 16" oc	477.33 SF	1.92	0.00	183.30	1,099.77	(28.48)	1,071.29
39. Joist - floor or ceiling - 2x8 - w/blocking - 16" oc	383.33 SF	2.67	0.00	204.70	1,228.19	(26.96)	1,201.23
40. Underlayment - 1/2" OSB	191.67 SF	1.48	0.00	56.74	340.41	(6.77)	333.64
41. Vinyl tile	191.67 SF	2.74	0.00	105.04	630.22	(52.52)	577.70
42. Baseboard - 2 1/4"	59.67 LF	1.96	0.00	23.38	140.33	(3.38)	136.95
43. Paint baseboard - one coat	59.67 LF	0.67	0.00	8.00	47.98	(13.33)	34.65
44. Batt insulation - 6" - R19 - unfaced batt	477.33 SF	0.93	0.00	88.78	532.70	(11.93)	520.77
45. Batt insulation - 10" - R30 - paper faced	191.67 SF	1.34	0.00	51.38	308.22	(7.16)	301.06
46. Paneling	477.33 SF	1.81	0.00	172.80	1,036.77	(25.94)	1,010.83
47. 1/2" drywall - hung, taped, floated, ready for paint	191.67 SF	1.81	0.00	69.38	416.30	(9.90)	406.40
48. Paint the walls and ceiling - two coats	669.00 SF	0.69	0.00	92.32	553.93	(0.00)	553.93
49. Seal the walls and ceiling w/latex based stain blocker - one coat	669.00 SF	0.44	0.00	58.88	353.24	(98.12)	255.12
50. Paint door slab only - 2 coats (per side)	4.00 EA	26.64	0.00	21.32	127.88	(35.52)	92.36
51. Crown molding - 3 1/4"	59.67 LF	3.08	0.00	36.76	220.54	(5.29)	215.25
52. Paint crown molding - two coats	59.67 LF	1.04	0.00	12.42	74.48	(20.69)	53.79
53. Window trim set (casing & stop)	56.00 LF	2.94	0.00	32.94	197.58	(4.91)	192.67
54. Paint door or window opening - 2 coats (per side)	8.00 EA	22.08	0.00	35.32	211.96	(58.88)	153.08
55. Cabinetry - lower (base) units	4.00 LF	155.77	0.00	124.62	747.70	(60.44)	687.26
56. Cabinetry - upper (wall) units	2.00 LF	112.10	0.00	44.84	269.04	(21.48)	247.56
57. Countertop - flat laid plastic laminate	4.00 LF	35.46	0.00	28.38	170.22	(43.69)	126.53
58. Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA	85.14	0.00	34.04	204.32	(5.41)	198.91
59. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA	22.08	0.00	13.24	79.48	(22.08)	57.40
60. Interior door unit	1.00 EA	146.90	0.00	29.38	176.28	(6.76)	169.52
61. Exterior door - metal - insulated - flush or panel style	1.00 EA	290.24	0.00	58.06	348.30	(13.84)	334.46
62. Sink - double	1.00 EA	111.12	0.00	22.22	133.34	(0.00)	133.34
63. P-trap assembly - ABS (plastic)	1.00 EA	41.56	0.00	8.32	49.88	(0.00)	49.88
64. Rough in plumbing - includes supply and waste lines	191.67 SF	2.74	0.00	105.04	630.22	(105.04)	525.18
Totals: Interior Rear			**0.00**	**1,737.80**	**10,426.52**	**708.78**	**9,717.74**

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Interior Restroom 1 **Height: 8'**

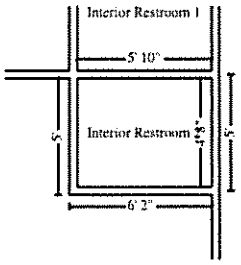
173.33 SF Walls	29.17 SF Ceiling
202.50 SF Walls & Ceiling	29.17 SF Floor
3.24 SY Flooring	21.67 LF Floor Perimeter
21.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
65. Door knob - interior	1.00 EA	36.41	0.00	7.28	43.69	(9.10)	34.59
66. Stud wall - 2" x 4" - 16" oc	173.33 SF	1.92	0.00	66.56	399.35	(10.34)	389.01
67. Joist - floor or ceiling - 2x8 - w/blocking - 16" oc	58.33 SF	2.67	0.00	31.16	186.90	(4.10)	182.80
68. Underlayment - 1/2" OSB	29.17 SF	1.48	0.00	8.64	51.81	(1.03)	50.78
69. Vinyl tile	29.17 SF	2.74	0.00	15.98	95.91	(7.99)	87.92
70. Baseboard - 2 1/4"	21.67 LF	1.96	0.00	8.48	50.95	(1.23)	49.72
71. Paint baseboard - one coat	21.67 LF	0.67	0.00	2.90	17.42	(4.84)	12.58
72. Batt insulation - 6" - R19 - unfaced batt	173.33 SF	0.93	0.00	32.24	193.44	(4.33)	189.11
73. Batt insulation - 10" - R30 - paper faced	29.17 SF	1.34	0.00	7.82	46.91	(1.09)	45.82
74. Paneling	173.33 SF	1.81	0.00	62.74	376.47	(9.42)	367.05
75. 1/2" drywall - hung, taped, floated, ready for paint	29.17 SF	1.81	0.00	10.56	63.35	(1.51)	61.84
76. Paint the walls and ceiling - two coats	202.50 SF	0.69	0.00	27.94	167.67	(0.00)	167.67
77. Seal the walls and ceiling w/latex based stain blocker - one coat	202.50 SF	0.44	0.00	17.82	106.92	(29.70)	77.22
78. Crown molding - 3 1/4"	21.67 LF	3.08	0.00	13.34	80.08	(1.92)	78.16
79. Paint crown molding - two coats	21.67 LF	1.04	0.00	4.50	27.04	(7.51)	19.53
80. Rough in plumbing - includes supply and waste lines	29.17 SF	2.74	0.00	15.98	95.91	(15.99)	79.92
81. Toilet - Detach & reset	1.00 EA	170.32	0.00	34.06	204.38	(0.00)	204.38
82. Sink - wall mounted	1.00 EA	169.91	0.00	33.98	203.89	(0.00)	203.89
83. Mirror - 1/4" plate glass	6.00 SF	11.31	0.00	13.58	81.44	(8.35)	73.09
84. Light bar - 3 lights	1.00 EA	75.19	0.00	15.04	90.23	(15.68)	74.55
85. Aluminum window, horiz. slider 3-11 sf (2 pane)	1.00 EA	179.67	0.00	35.94	215.61	(46.00)	169.61
86. Window trim set (casing & stop)	8.00 LF	2.94	0.00	4.70	28.22	(0.70)	27.52
87. Paint door or window opening - 2 coats (per side)	2.00 EA	22.08	0.00	8.84	53.00	(14.72)	38.28
88. Exhaust fan	1.00 EA	160.77	0.00	32.16	192.93	(54.08)	138.85
89. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	85.14	0.00	17.02	102.16	(2.71)	99.45
90. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	22.08	0.00	8.84	53.00	(14.72)	38.28
91. Interior door unit	1.00 EA	146.90	0.00	29.38	176.28	(6.76)	169.52
92. Paint door slab only - 2 coats (per side)	2.00 EA	26.64	0.00	10.66	63.94	(17.76)	46.18

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CONTINUED - Interior Restroom 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Interior Restroom 1			**0.00**	**578.14**	**3,468.90**	**291.58**	**3,177.32**



Interior Restroom 2 **Height: 8'**

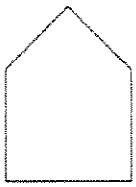
168.00 SF Walls
195.22 SF Walls & Ceiling
3.02 SY Flooring
21.00 LF Ceil. Perimeter
27.22 SF Ceiling
27.22 SF Floor
21.00 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
93. Door knob - interior	1.00 EA	36.41	0.00	7.28	43.69	(9.10)	34.59
94. Joist - floor or ceiling - 2x8 - w/blocking - 16" oc	54.44 SF	2.67	0.00	29.08	174.44	(3.83)	170.61
95. Underlayment - 1/2" OSB	27.22 SF	1.48	0.00	8.06	48.34	(0.96)	47.38
96. Vinyl tile	27.22 SF	2.74	0.00	14.92	89.50	(7.46)	82.04
97. Baseboard - 2 1/4"	21.00 LF	1.96	0.00	8.24	49.40	(1.19)	48.21
98. Paint baseboard - one coat	21.00 LF	0.67	0.00	2.82	16.89	(4.69)	12.20
99. Batt insulation - 6" - R19 - unfaced batt	168.00 SF	0.93	0.00	31.24	187.48	(4.20)	183.28
100. Batt insulation - 10" - R30 - paper faced	27.22 SF	1.34	0.00	7.30	43.78	(1.02)	42.76
101. Paneling	168.00 SF	1.81	0.00	60.80	364.88	(9.13)	355.75
102. 1/2" drywall - hung, taped, floated, ready for paint	27.22 SF	1.81	0.00	9.86	59.13	(1.41)	57.72
103. Paint the walls and ceiling - two coats	195.22 SF	0.69	0.00	26.94	161.64	(0.00)	161.64
104. Seal the walls and ceiling w/latex based stain blocker - one coat	195.22 SF	0.44	0.00	17.18	103.08	(28.63)	74.45
105. Crown molding - 3 1/4"	21.00 LF	3.08	0.00	12.94	77.62	(1.86)	75.76
106. Paint crown molding - two coats	21.00 LF	1.04	0.00	4.36	26.20	(7.28)	18.92
107. Rough in plumbing - includes supply and waste lines	27.22 SF	2.74	0.00	14.92	89.50	(14.92)	74.58
108. Toilet - Detach & reset	1.00 EA	170.32	0.00	34.06	204.38	(0.00)	204.38
109. Sink - wall mounted	1.00 EA	169.91	0.00	33.98	203.89	(0.00)	203.89
110. Mirror - 1/4" plate glass	6.00 SF	11.31	0.00	13.58	81.44	(8.35)	73.09
111. Light bar - 3 lights	1.00 EA	75.19	0.00	15.04	90.23	(15.68)	74.55

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CONTINUED - Interior Restroom 2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
112. Aluminum window, horiz. slider 3-11 sf (2 pane)	1.00 EA	179.67	0.00	35.94	215.61	(46.00)	169.61
113. Window trim set (casing & stop)	8.00 LF	2.94	0.00	4.70	28.22	(0.70)	27.52
114. Paint door or window opening - 2 coats (per side)	2.00 EA	22.08	0.00	8.84	53.00	(14.72)	38.28
115. Exhaust fan	1.00 EA	160.77	0.00	32.16	192.93	(54.08)	138.85
116. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	85.14	0.00	17.02	102.16	(2.71)	99.45
117. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	22.08	0.00	8.84	53.00	(14.72)	38.28
118. Interior door unit	1.00 EA	146.90	0.00	29.38	176.28	(6.76)	169.52
119. Paint door slab only - 2 coats (per side)	2.00 EA	26.64	0.00	10.66	63.94	(17.76)	46.18
Totals: Interior Restroom 2			**0.00**	**500.14**	**3,000.65**	**277.16**	**2,723.49**

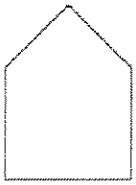


East Elevation — **Formula Elevation 18' x 8' x 4'**

180.00 SF Walls
180.00 SF Long Wall
19.70 LF Ceil. Perimeter
18.00 LF Floor Perimeter
180.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
120. Siding - board & batten - cedar	180.00 SF	4.73	0.00	170.28	1,021.68	(40.23)	981.45
121. Seal & paint wood siding	180.00 SF	1.00	0.00	36.00	216.00	(60.00)	156.00
122. Soffit - wood	27.00 SF	4.55	0.00	24.58	147.43	(3.93)	143.50
123. Prime & paint exterior soffit - wood	27.00 SF	1.58	0.00	8.54	51.20	(14.22)	36.98
124. Fascia - 1" x 6" - #1 pine	18.00 LF	5.38	0.00	19.38	116.22	(6.20)	110.02
125. Prime & paint exterior fascia - wood, 4"- 6" wide	18.00 LF	1.19	0.00	4.28	25.70	(0.00)	25.70
126. Ornamental iron - security grill - window	24.00 SF	18.30	0.00	87.84	527.04	(26.78)	500.26
Totals: East Elevation			**0.00**	**350.90**	**2,105.27**	**151.36**	**1,953.91**

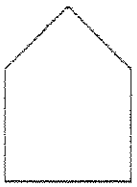
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West Elevation — **Formula Elevation 18' x 8' x 4'**

180.00 SF Walls
180.00 SF Long Wall
19.70 LF Ceil. Perimeter
18.00 LF Floor Perimeter
180.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
127. Siding - board & batten - cedar	180.00 SF	4.73	0.00	170.28	1,021.68	(40.23)	981.45
128. Seal & paint wood siding	180.00 SF	1.00	0.00	36.00	216.00	(60.00)	156.00
129. Soffit - wood	27.00 SF	4.55	0.00	24.58	147.43	(3.93)	143.50
130. Prime & paint exterior soffit - wood	27.00 SF	1.58	0.00	8.54	51.20	(14.22)	36.98
131. Fascia - 1" x 6" - #1 pine	18.00 LF	5.38	0.00	19.38	116.22	(6.20)	110.02
132. Prime & paint exterior fascia - wood, 4"- 6" wide	18.00 LF	1.19	0.00	4.28	25.70	(0.00)	25.70
133. Ornamental iron - security grill - window	24.00 SF	18.30	0.00	87.84	527.04	(26.78)	500.26
Totals: West Elevation			**0.00**	**350.90**	**2,105.27**	**151.36**	**1,953.91**



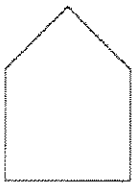
North Elevation — **Formula Elevation 31' x 8' x 0"**

248.00 SF Walls
248.00 SF Long Wall
31.00 LF Ceil. Perimeter
31.00 LF Floor Perimeter
248.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
134. Siding - board & batten - cedar	248.00 SF	4.73	0.00	234.62	1,407.66	(55.43)	1,352.23
135. Seal & paint wood siding	248.00 SF	1.00	0.00	49.60	297.60	(82.67)	214.93
136. Soffit - wood	46.50 SF	4.55	0.00	42.32	253.90	(6.77)	247.13
137. Prime & paint exterior soffit - wood	46.50 SF	1.58	0.00	14.70	88.17	(24.49)	63.68
138. Fascia - 1" x 6" - #1 pine	31.00 LF	5.38	0.00	33.36	200.14	(10.68)	189.46
139. Prime & paint exterior fascia - wood, 4"- 6" wide	31.00 LF	1.19	0.00	7.38	44.27	(0.00)	44.27
140. Ornamental iron - security grill - window	24.00 SF	18.30	0.00	87.84	527.04	(26.78)	500.26
Totals: North Elevation			**0.00**	**469.82**	**2,818.78**	**206.82**	**2,611.96**

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South Elevation — **Formula Elevation 31' x 8' x 0"**

248.00 SF Walls
248.00 SF Long Wall
31.00 LF Ceil. Perimeter
31.00 LF Floor Perimeter
248.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
141. Siding - board & batten - cedar	248.00 SF	4.73	0.00	234.62	1,407.66	(55.43)	1,352.23
142. Seal & paint wood siding	248.00 SF	1.00	0.00	49.60	297.60	(82.67)	214.93
143. Soffit - wood	46.50 SF	4.55	0.00	42.32	253.90	(6.77)	247.13
144. Prime & paint exterior soffit - wood	46.50 SF	1.58	0.00	14.70	88.17	(24.49)	63.68
145. Fascia - 1" x 6" - #1 pine	31.00 LF	5.38	0.00	33.36	200.14	(10.68)	189.46
146. Prime & paint exterior fascia - wood, 4"- 6" wide	31.00 LF	1.19	0.00	7.38	44.27	(0.00)	44.27
147. Ornamental iron - security grill - window	20.00 SF	18.30	0.00	73.20	439.20	(22.32)	416.88
Totals: South Elevation			**0.00**	**455.18**	**2,730.94**	**202.36**	**2,528.58**

HVAC

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
148. Cold air return cover	1.00 EA	22.49	0.00	4.50	26.99	(3.71)	23.28
149. Ductwork system - hot or cold air - up to 900 SF home	1.00 EA	2,316.24	0.00	463.26	2,779.50	(347.08)	2,432.42
150. Central air conditioning system - 3 ton - up to 13 SEER	1.00 EA	2,526.95	0.00	505.38	3,032.33	(813.51)	2,218.82
151. Air handler - with heat element - 3 ton	1.00 EA	1,488.65	0.00	297.74	1,786.39	(361.54)	1,424.85
152. Thermostat	1.00 EA	90.77	0.00	18.16	108.93	(12.47)	96.46
153. Heat/AC register - Mechanically attached	8.00 EA	18.52	0.00	29.64	177.80	(27.14)	150.66
154. HVAC Technician - per hour	32.00 HR	64.74	0.00	414.34	2,486.02	(0.00)	2,486.02
Totals: HVAC			**0.00**	**1,733.02**	**10,397.96**	**1,565.45**	**8,832.51**

Electrical

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV

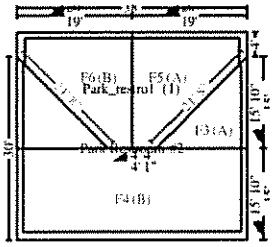
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CONTINUED - Electrical

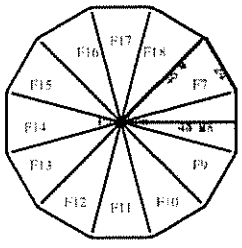
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
155. Rewire - average residence - copper wiring with conduit	600.00 SF	3.62	0.00	434.40	2,606.40	(0.00)	2,606.40
156. Electrician - per hour	32.00 HR	70.92	0.00	453.88	2,723.32	(0.00)	2,723.32
Totals: Electrical			**0.00**	**888.28**	**5,329.72**	**0.00**	**5,329.72**



Park Restroom #2

1361.89 Surface Area
157.91 Total Perimeter Length
13.62 Number of Squares
56.92 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
157. 3 tab - 25 yr. - composition shingle roofing - incl. felt	13.62 SQ	47.24	0.00	128.68	772.09	(0.00)	772.09
158. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	15.00 SQ	139.32	0.00	417.96	2,507.76	(417.96)	2,089.80
159. Roofing felt - 30 lb.	13.62 SQ	23.30	0.00	63.48	380.83	(79.34)	301.49
160. Flashing - pipe jack - 8"	2.00 EA	51.22	0.00	20.48	122.92	(13.38)	109.54
161. Drip edge	157.91 LF	1.68	0.00	53.06	318.35	(33.16)	285.19
Totals: Park Restroom #2			**0.00**	**683.66**	**4,101.95**	**543.84**	**3,558.11**



Pavillion

6506.60 Surface Area
288.00 Total Perimeter Length
561.01 Total Hip Length
65.07 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV

722 Morgan Blvd., Suite M
Harlingen, Texas 78550
(956) 854 - 2384 Direct
(965) 373 - 2583 Cell
jadame@vericlaiminc.com

CONTINUED - Pavillion

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
162. Laminated - comp. shingle rfg. - w/ felt	65.07 SQ	49.27	0.00	641.20	3,847.20	(0.00)	3,847.20
163. Laminated - comp. shingle rfg. - w/out felt	65.33 SQ	159.92	0.00	2,089.52	12,537.09	(1,741.26)	10,795.83
164. Roofing felt - 30 lb.	65.07 SQ	23.30	0.00	303.22	1,819.35	(379.03)	1,440.32
165. Drip edge	288.00 LF	1.68	0.00	96.78	580.62	(60.48)	520.14
Totals: Pavillion			**0.00**	**3,130.72**	**18,784.26**	**2,180.77**	**16,603.49**

Headstart Granjeno

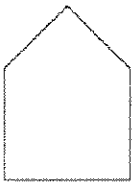


3510.75 Surface Area	35.11 Number of Squares
376.26 Total Perimeter Length	33.00 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
166. Laminated - comp. shingle rfg. - w/ felt	35.11 SQ	49.27	0.00	345.98	2,075.85	(0.00)	2,075.85
167. Laminated - comp. shingle rfg. - w/out felt	35.33 SQ	159.92	0.00	1,130.00	6,779.97	(941.66)	5,838.31
168. Roofing felt - 30 lb.	35.11 SQ	23.30	0.00	163.62	981.68	(204.52)	777.16
169. Drip edge	376.26 LF	1.68	0.00	126.42	758.53	(79.01)	679.52
170. Flashing - pipe jack	4.00 EA	30.35	0.00	24.28	145.68	(14.83)	130.85
171. Cap flashing	33.00 LF	15.48	0.00	102.16	613.00	(71.23)	541.77
Totals: Headstart Granjeno			**0.00**	**1,892.46**	**11,354.71**	**1,311.25**	**10,043.46**

vrs >> vericlaim

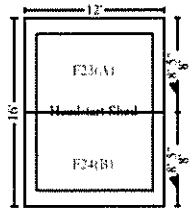
722 Morgan Blvd., Suite M
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(956) 854 - 2384 Direct
(965) 373 - 2583 Cell
jadame@vericlaiminc.com



Exterior — **Formula Elevation 66' x 8' x 0"**

528.00 SF Walls — 66.00 LF Floor Perimeter
528.00 SF Long Wall — 528.00 SF Short Wall
66.00 LF Ceil. Perimeter

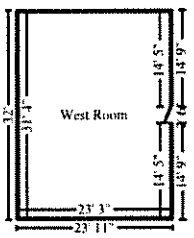
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
172. Sand wood - exterior	528.00 SF	1.57	0.00	165.80	994.76	(0.00)	994.76
173. Seal & paint wood siding	528.00 SF	1.00	0.00	105.60	633.60	(176.00)	457.60
Totals: Exterior			**0.00**	**271.40**	**1,628.36**	**176.00**	**1,452.36**



Headstart Shed

202.39 Surface Area — 2.02 Number of Squares
57.73 Total Perimeter Length — 12.00 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
174. 3 tab - 25 yr. - composition shingle roofing - incl. felt	2.02 SQ	47.24	0.00	19.08	114.50	(0.00)	114.50
175. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	2.33 SQ	139.32	0.00	64.92	389.54	(64.92)	324.62
176. Roofing felt - 30 lb.	2.02 SQ	23.30	0.00	9.42	56.49	(11.77)	44.72
177. Seal & paint wood siding	448.00 SF	1.00	0.00	89.60	537.60	(149.33)	388.27
178. Telehandler/forklift and operator	2.00 HR	67.61	0.00	27.04	162.26	(0.00)	162.26
Totals: Headstart Shed			**0.00**	**210.06**	**1,260.39**	**226.02**	**1,034.37**

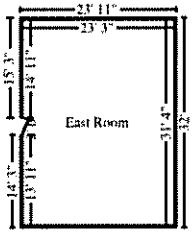


West Room — **Height: 8'**

873.33 SF Walls — 728.50 SF Ceiling
1601.83 SF Walls & Ceiling — 728.50 SF Floor
80.94 SY Flooring — 109.17 LF Floor Perimeter
109.17 LF Ceil. Perimeter

722 Morgan Blvd., Suite M
Harlingen, Texas 78550
(956) 854 - 2384 Direct
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jadame@vericlaiminc.com

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
179. 1/2" drywall - hung, taped, floated, ready for paint	914.50 SF	1.81	0.00	331.06	1,986.31	(47.25)	1,939.06
180. Seal more than the ceiling w/latex based stain blocker - one coat	914.50 SF	0.44	0.00	80.48	482.86	(134.13)	348.73
181. Paint more than the ceiling - two coats	914.50 SF	0.69	0.00	126.20	757.21	(210.34)	546.87
182. Paint part of the walls - one coat	687.33 SF	0.48	0.00	65.98	395.90	(109.97)	285.93
183. Seal floor or ceiling joist system (shellac)	728.50 SF	1.00	0.00	145.70	874.20	(0.00)	874.20
184. Seal stud wall for odor control (shellac)	186.00 SF	0.74	0.00	27.52	165.16	(0.00)	165.16
185. Blown-in insulation - 10" depth - R26	728.50 SF	1.21	0.00	176.30	1,057.79	(16.27)	1,041.52
186. Batt insulation - 6" - R19 - unfaced batt	186.00 SF	0.93	0.00	34.60	207.58	(4.65)	202.93
187. Vinyl cove - 6" wrap	109.17 LF	6.76	0.00	147.60	885.59	(0.00)	885.59
188. Vinyl tile	728.50 SF	3.46	0.00	504.12	3,024.73	(199.61)	2,825.12
Totals: West Room			**0.00**	**1,639.56**	**9,837.33**	**722.22**	**9,115.11**



East Room **Height: 8'**

873.33 SF Walls	728.50 SF Ceiling
1601.83 SF Walls & Ceiling	728.50 SF Floor
80.94 SY Flooring	109.17 LF Floor Perimeter
109.17 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
189. 1/2" drywall - hung, taped, floated, ready for paint	32.00 SF	1.81	0.00	11.58	69.50	(0.00)	69.50
190. Seal the surface area w/latex based stain blocker - one coat	32.00 SF	0.44	0.00	2.82	16.90	(0.00)	16.90
191. Seal floor or ceiling joist system (shellac)	32.00 SF	1.00	0.00	6.40	38.40	(0.00)	38.40
192. Paint the surface area - two coats	32.00 SF	0.69	0.00	4.42	26.50	(7.36)	19.14
193. Paint part of the walls and ceiling - one coat	1,569.83 SF	0.48	0.00	150.70	904.22	(251.17)	653.05
194. Mask the floor per square foot - plastic and tape - 4 mil	728.50 SF	0.17	0.00	24.78	148.63	(0.00)	148.63
195. Content Manipulation charge - per hour	3.00 HR	26.13	0.00	15.68	94.07	(0.00)	94.07
196. Window blind - horizontal or vertical - Detach & reset	2.00 EA	22.39	0.00	8.96	53.74	(0.00)	53.74
Totals: East Room			**0.00**	**225.34**	**1,351.96**	**258.53**	**1,093.43**

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jadame@vericlaiminc.com

Total: Main Level	**0.00**	**17,613.64**	**105,680.12**	**9,958.92**	**95,721.20**

General

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
197. Dumpster load - Approx. 40 yards, 7-8 tons of debris	10.00 EA	532.72	0.00	1,065.44	6,392.64	(0.00)	6,392.64
Totals: General			**0.00**	**1,065.44**	**6,392.64**	**0.00**	**6,392.64**
Line Item Totals: HIDALGO_COUNTY			**0.00**	**18,679.08**	**112,072.76**	**9,958.92**	**102,113.84**

Grand Total Areas:

4,413.33	SF Walls	1,882.17	SF Ceiling	6,295.50	SF Walls and Ceiling
1,882.17	SF Floor	209.13	SY Flooring	542.67	LF Floor Perimeter
1,384.00	SF Long Wall	1,384.00	SF Short Wall	546.06	LF Ceil. Perimeter
1,882.17	Floor Area	1,998.06	Total Area	3,029.33	Interior Wall Area
5,256.36	Exterior Wall Area	314.67	Exterior Perimeter of Walls		
12,169.81	Surface Area	121.70	Number of Squares	1,959.69	Total Perimeter Length
132.92	Total Ridge Length	561.01	Total Hip Length		

722 Morgan Blvd., Suite M
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Summary for Building

Line Item Total	93,393.68
Overhead	9,339.54
Profit	9,339.54
Replacement Cost Value	**$112,072.76**
Less Depreciation	(9,958.92)
Actual Cash Value	**$102,113.84**
Less Deductible	(50,000.00)
Net Claim	**$52,113.84**
Total Recoverable Depreciation	9,958.92
Net Claim if Depreciation is Recovered	**$62,072.76**

Jay Adame

722 Morgan Blvd., Suite M
Harlingen, Texas 78550
(956) 854 - 2384 Direct
(965) 373 - 2583 Cell
jadame@vericlaiminc.com

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	9,339.54	9,339.54
Total	**9,339.54**	**9,339.54**

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Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CABINETRY	1,900.56	251.22	1,649.34
CONTENT MANIPULATION	78.39		78.39
GENERAL DEMOLITION	15,802.61		15,802.61
DOORS	1,094.62	54.72	1,039.90
DRYWALL	2,126.09	69.22	2,056.87
ELECTRICAL	4,744.28	108.16	4,636.12
HEAVY EQUIPMENT	135.22		135.22
FLOOR COVERING - VINYL	3,764.77	316.11	3,448.66
FINISH CARPENTRY / TRIMWORK	1,523.04	50.76	1,472.28
FINISH HARDWARE	234.90	58.72	176.18
FRAMING & ROUGH CARPENTRY	5,523.50	184.11	5,339.39
HEAT, VENT & AIR CONDITIONING	8,282.38	1,565.45	6,716.93
INSULATION	2,065.79	68.86	1,996.93
LIGHT FIXTURES	125.44	31.36	94.08
MIRRORS & SHOWER DOORS	133.56	16.70	116.86
ORNAMENTAL IRON	1,540.08	102.66	1,437.42
PLUMBING	2,150.79	233.01	1,917.78
PANELING & WOOD WALL FINISHES	2,090.74	69.70	2,021.04
PAINTING	9,370.95	2,034.78	7,336.17
ROOFING	25,354.63	4,404.90	20,949.73
SIDING	3,826.32	191.32	3,635.00
SOFFIT, FASCIA, & GUTTER	1,149.06	55.16	1,093.90
WINDOWS - ALUMINUM	331.18	92.00	239.18
WINDOW TREATMENT	44.78		44.78
O&P Items Subtotal	93,393.68	9,958.92	83,434.76
Overhead	9,339.54		9,339.54
Profit	9,339.54		9,339.54
Total	112,072.76	9,958.92	102,113.84

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 such a person to criminal and civil penalties

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 200744

Received From: SAFETY DIV. DBM CRAMER JOHNSON WIGGINS Date 07/27/16

1	10066	DOI:05/31/16,STORM DAMAGES TO CO.PROPRTY 6-1100-360-00-000-005-0-000	37,500.00 A

Total: 37,500.00

Check Total	37,500.00
Cash Total	.00
Credit Total	.00
Other Total	.00

0 * *

A200744 37,500.00 A
A200744 75,000.00 B
002
112,500.00 * (I)

Certified w/ JE 163710

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 07/26/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number _____
B. Explanation: _____

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 6-1100-360-00-000-005-0-000 $37,500.00
B. Explanation: Cramer Johnson Wiggins & Associates Settlement Check # 10066, DOI: 05/31/16 (Weather Event), Storm Damages to County Property

GRAND TOTAL REMITTED TO TREASURER $37,500.00

APPROVED BY: _____ July 26, 2016
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____
ASSISTANT

TREASURER'S RECEIPT NUMBER

POLICY NUMBER 10T029659058481500
CJW CLAIM NO. 4131084
CAT
DATE OF LOSS 05/31/2016
AMOUNT $37,500.00
INSURED HIDALGO COUNTY
ADJUSTER Gregory Cusick

VENDOR#

MAIL TO
HIDALGO COUNTY
9805 NORTH 10TH STREET
MCALLEN TX 78504

THE BACK OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Pramer, Johnson Wiggins & Assoc.
On Behalf of AmRisc, LLP
1420 EDGEWATER DRIVE
ORLANDO, FL 32804

AmRisc, LLP

Fifth Third Bank
1401 Lee Road
Orlando, Florida 32860

63-393/631
11

CHECK NUMBER 10066

CLAIM NO.	INSURED	DATE OF LOSS	POLICY NUMBER	DATE ISSUED
4131084	HIDALGO COUNTY	05/31/2016	10T029659058481500	07/12/2016

OR ADVANCE QUOTA SHARE

VOID AFTER 90 DAYS

PAY: Thirty Seven Thousand Five Hundred & 00/100 Dollars

AMOUNT
$37,500.00

PAY TO THE ORDER OF HIDALGO COUNTY

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHEFX SECURITY WATERMARK AND CORR REACTIVE INK

⑈010066⑈ ⑆063109935⑆ 7442206657⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 200746

Received From: SAFETY DIV. DBM LEXINGTON INS. CO. Date 07/27/16

1	10692159	DOI:05/31/16 STORM DAMAGES TO CO.PROPRTY 6-1100-360-00-000-005-0-000	75,000.00

B

Total: 75,000.00

Check Total	75,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 07/26/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number _____
B. Explanation: _____

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 6-1100-360-00-000-005-0-000 $75,000.00
B. Explanation: Lexington Insurance Company Settlement
Check # 10692159, DOI: 05/31/16 (Weather Event), Storm Damages to County Property

GRAND TOTAL REMITTED TO TREASURER $75,000.00

APPROVED BY: M. Linda Alvarez July 26, 2016
DEPARTMENT SUPERVISOR DATE

PREPARED BY:
ASSISTANT

TREASURER'S RECEIPT NUMBER

P4000025001

American International Group, Inc.
PO Box 25565
Shawnee Mission, KS 66225

20160715020S

Electronic Service Requested

1 OF 1

ENV 165

165 0.0118

Laura Torres
9805 N 10TH ST
HIDALGO COUNTY
MCALLEN, TX 78504-9529

Check No.: 10692159
RFP No.: 183577
Check Date: 07/15/2016
Check Amount: 75,000.00
Insured: HIDALGO COUNTY

Claimant: HIDALGO COUNTY

Claim Office: 501
Insuring Company: LEXINGTON INSURANCE COMPANY

Payee Name: HIDALGO COUNTY

Reference No. 00330616

Policy No.	Claim No.	Symbol	Date of Loss	Type	Status	Amount
000011144083	5658281569US	001	05/31/2016	IND	O	75,000.00
					Total Amount	75,000.00

Reason for Payment
partial payment for 5-31-16 wind losses

Use File # 5658281569US on all correspondence for prompt processing.
For check information call: 617-330-8570

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER

LEXINGTON INSURANCE COMPANY

30-937/713

Claim No: 5658281569US Policy No.: 000011144083
Reason for Payment: partial payment for 5-31-16 wind losses

CHECK No. 10692159
RFP No. 00183577
DATE 07/15/2016

AMOUNT PAID
*******$75,000.00

Void after 90 Days

*********Seventy Five Thousand Dollars***

PAY TO THE ORDER OF HIDALGO COUNTY

JPMORGAN CHASE BANK, N.A.
SYRACUSE, NY 13206

AUTHORIZED SIGNATURE

DO NOT CASH IF WATERMARK IS NOT PRESENT ON THE REVERSE SIDE OF THIS DOCUMENT - HOLD AT AN ANGLE TO VIEW

619698

⑈10692159⑈ ⑆021309379⑆ 7864205621⑈

Account Inquiry - FAINQ01A 05/17/16 2:30 pm

Account No 6-1100-360-00-000-005-0-000 Account Period Range: 00 - 07 369652 pg 07 1 0 -1

Acct. Year 16 Previous Year Info Description GEN FUND-MISC REV-INSURANCE CLAIMS

Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	.00	10,112.67	10,112.67-
02	.00	.00	.00	4,000.00	14,112.67-
03	.00	.00	.00	1,848.77	15,961.44-
04	.00	13,622.67	.00	2,044.33	4,383.10-
06	.00	.00	.00	2,867.25	7,250.35-
07	.00	.00	.00	114,957.43	122,207.78-
YTD	.00	13,622.67	.00	135,830.45	122,207.78-
PRE	.00	.00	.00	.00	.00
TOT	.00	13,622.67	.00	135,830.45	122,207.78-

Account Inquiry - FAINQ01A 05/17/16 2:30 pm

Account No 6-1100-360-00-000-005-0-000 Account Period Range: 00 - 07 369652 pg 07 1 0 -1

Acct. Year 16 Previous Year Info Description GEN FUND-MISC REV-INSURANCE CLAIMS

Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB

Reference No	Date	User	Description	Batch	Period	Amount
JE160501	01-29-16	STIJERINA	COR A194392 TML STLMNT CC1/19/16	16000577	01	490.00
JE160501	01-29-16	STIJERINA	COR A194390 STATE FARM STLMNT CC1/19/16	16000577	01	9,622.67

3

Amount 10,112.67

2

Account Inquiry - FAINQ01A 05/17/16 2:30 pm

Account No 6-1100-360-00-000-005-0-000 Account Period Range: 00 - 07 369652 pg 07 1 0 -1

Acct. Year 16 Previous Year Info Description GEN FUND-MISC REV-INSURANCE CLAIMS

Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB

Reference No		Date	Received From	Description	Period	Amount
200744	(R)	07-27-2016	SAFETY DIV. DBM CRAMER JO	DOI:05/31/16,STORM DAMAGES TO CO.PROPRT'	07	37,500.00 A
200746	(R)	07-27-2016	SAFETY DIV. DBM LEXINGTON	DOI:05/31/16 STORM DAMAGES TO CO.PROPRT'	07	75,000.00 B
200525	(R)	07-20-2016	DBM SAFETY DIV.APOLLO MAI	DOI:04/11/16 PCT 3 VIN:2NPRL20XX7M31783	07	662.43
200196	(R)	07-11-2016	DBM SAFETY DIVISION 07/06/1	DOI: 01/19/16 PCT. 4, PROPERTY DAMAGES	07	1,495.00
200197	(R)	07-11-2016	DBM SAFETY DIVISION 07/06/1	DOI: 06/01/16 VIN #1FMPU15526LA67361	07	300.00
199390	(R)	06-15-2016	DBM SAFETY DIVISION 06/14/16	DOI:03/03/14 SETTLMNT W/VACA&PCT 1 AUTO	06	500.00
199330	(R)	06-13-2016	DBM SAFETY DIVISION STATE F	DOI: 03/10/16 STTLEMENT SHERIFF'S VEH.	06	2,367.25
197491	(R)	04-20-2016	DBM SAFETY DIVISION FEDEX	DOI:11/13/15 STTLEMENT SHERIFF'S VEH	04	1,691.70
197249	(R)	04-13-2016	DBM SAFETY DIVISION 04/13/1	DOI: 08/17/15 VIN #1FTRW14W96FA97439	04	352.63
196488	(R)	03-24-2016	DBM SAFETY DIVISION 03/22/1	DOI: 09/9/15 V#: 1HTSCABL12H539215	03	475.00
195948	(R)	03-08-2016	SAFETY DBM 03/08/16	DOI: 11/24/15 VIN #3GCUKPEC1FG432219	03	1,373.77
195344	(R)	02-19-2016	DBM SAFETY DIVISION ST.CO	DOI:05/30/15 VIN#2FAFP71V78X154328	02	4,000.00 4

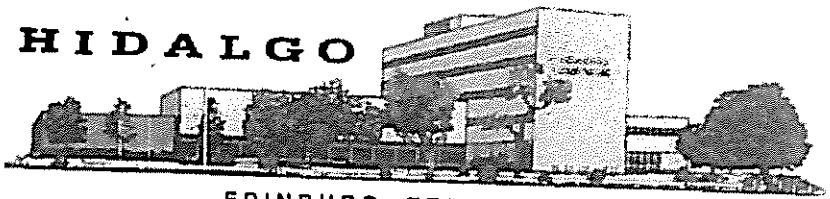
Amount 125,717.78

1

20 195344

163710

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

H.B.

9/6/16

September 6, 2016

The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

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, 2016. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

6-1100-331-10-000-003-0-000	FEMA APRIL/MAY 2015 FLOODING #4223	75,536.94
6-1100-331-12-080-000-0-000	AFDC/FOOD STAMP PROSECUTION	3,360.00
6-1100-331-12-080-001-0-000	TDPRS-TITLE IV-E CO LEGAL SRV CONTRACT	80,000.00
6-1100-331-12-360-001-0-000	TDPRS-TITLE IV-E CHILD WELFARE SRV CONTR	20,000.00
6-1100-334-10-080-000-0-000	DA STATE SUPPLEMENT REV-HB9 SECT 18.12	2,870.24
6-1100-341-10-060-012-0-000	JUSTICE OF PEACE-FTA ADMIN FEE	4,694.51
6-1100-341-10-090-008-0-000	DISTRICT CLERK-DA BOND FORF COMM	870.53
6-1100-341-10-140-054-0-000	TAX A/C STREET LIGHT ELECTRICITY FEE	9,108.55
6-1100-341-10-180-011-0-000	COUNTY CLERK-DA BOND FORF COMM	2,229.10
6-1100-342-10-060-004-0-000	CODE ENFORCEMENT PCT. 2 ARREST FEE	10.00
6-1100-342-10-080-001-0-000	AUTOPSY SERVICE REVENUE	600.00
6-1100-360-00-000-005-0-000	GEN FUND-MISC REV-INSURANCE CLAIMS	122,207.78 *
6-1100-360-00-090-000-0-000	GEN FUND-MISC REV-JURY SCRIPT O/S CKS	22,269.00
6-1100-361-11-000-006-0-000	GEN FUND-COUNTY CLERK NOW INTEREST	16.83
	Total General Fund	$343,773.48

125,717.78 (1)
10,112.67 (2)
9,622.67 (3)
4,000.00 (4)

122,207.78*

HIDALGO COUNTY DISTRICT JUDGES

SPECIAL REVENUE FUNDS

6-1200-335-50-140-000-0-000	R&B FUND-MOTOR VEH LICENSE APPORTIONME	$360,000.00
6-1200-352-10-090-001-0-000	R&B FUND-BOND FORFEITURES DISTRICT CLERK	10,176.97
6-1200-352-10-180-001-0-000	R&B FUND-BOND FORFEITURES COUNTY CLERK	21,966.10
6-1200-360-00-000-000-0-000	R&B FUND-MISCELLANEOUS REVENUE	2,299.70
6-1200-360-00-122-000-0-000	R&B PCT2-MISCELLANEOUS REVENUE	927.83
6-1200-360-00-123-001-0-000	R&B PCT3-MISC REV-ROAD DIST #5 TAX COLL	1,000.00
6-1200-360-00-124-000-0-000	R&B PCT4-MISCELLANEOUS REVENUE	1,298.60
6-1200-360-00-124-001-0-000	R&B PCT4-MISC REV-ROAD DIST #15 TAX COLL	40.00
6-1220-335-00-292-000-0-000	LEOSE FUND-CONST PCT2 REVENUE	1,461.99
6-1220-360-00-000-000-0-000	LEOSE FUND-MISCELLANEOUS REVENUE	23.26
6-1220-361-10-000-000-0-000	LEOSE FUND-INTEREST EARNINGS	55.46
6-1224-352-30-080-000-0-000	DRUG ABUSE PREV/REHAB-10% CRT ORD CONF	1,584.62
6-1224-361-10-080-000-0-000	DRUG ABUSE PREV/REHAB-INTEREST EARNINGS	1,007.74
6-1225-361-10-080-000-0-000	PRETRIAL INTRVNTN PRG-INTEREST EARNINGS	403.99
6-1234-361-10-000-000-0-000	CHILD ABUSE PREV-INTEREST EARNINGS	37.60
6-1235-361-10-000-000-0-000	DC REC MGMT/PRESRV-INTEREST EARNINGS	714.91
6-1236-361-10-000-000-0-000	DC TITLE IV-D-INTEREST EARNINGS	25.06
6-1237-361-10-000-000-0-000	CC REC MGMT/PRESRV-INTEREST EARNINGS	7,387.05
6-1238-361-10-000-000-0-000	CO REC MGMT/PRESRV-INTEREST EARNINGS	353.79
6-1239-361-10-000-000-0-000	CRT REPORTER SRV-INTEREST EARNINGS	351.80
6-1240-341-10-180-001-0-000	JUV DELQ PREV-COUNTY CLERK FEES	278.33
6-1241-361-10-000-000-0-000	CRTHSE SECURITY-INTEREST EARNINGS	41.30
6-1242-361-10-000-000-0-000	JUST CRT TECH-INTEREST EARNINGS	2,260.98
6-1243-361-10-000-000-0-000	CONTRIBUTIONS FUND-INTEREST EARNINGS	1,016.29
6-1245-361-10-000-000-0-000	JUST CRT BLDG SEC-INTEREST EARNINGS	322.99
6-1247-361-10-000-000-0-000	LAW LIBRARY-INTEREST EARNINGS	3,064.97
6-1250-361-10-000-000-0-000	SUPPL CRT GRDNSHP-INTEREST EARNINGS	81.89
6-1255-361-10-000-000-0-000	CO&DIST CRT TECH-INTEREST EARNINGS	45.29
	Total Special Revenue Funds	$418,228.51

DEBT SERVICE FUNDS

6-1401-361-10-000-000-0-000	NOTES PAYABLE-INTEREST EARNINGS	$1,782.13
6-1436-361-10-000-000-0-000	CO 2006-INTEREST EARNINGS	3,938.11
6-1438-361-10-000-000-0-000	REF BONDS 2007-INTEREST EARNINGS	1,937.28
6-1439-361-10-000-000-0-000	CO 2009-INTEREST EARNINGS	1,855.91
6-1440-361-10-000-000-0-000	REF BONDS 2009A-INTEREST EARNINGS	468.55
6-1441-331-11-000-000-0-000	CO 2009B&C-BABS INTEREST REIMBURSEMENT	72,666.87
6-1441-361-10-000-000-0-000	CO 2009B&C-INTEREST EARNINGS	2,025.98
6-1442-331-11-000-000-0-000	CO 2010A&B-BABS INTEREST REIMBURSEMENT	166,666.02
6-1442-361-10-000-000-0-000	CO 2010A&B-INTEREST EARNINGS	4,687.09
6-1443-361-10-000-000-0-000	REF BONDS 2014A-INTEREST EARNINGS	1,862.98
6-1444-361-10-000-000-0-000	REF BONDS 2014B-INTEREST EARNINGS	7,937.50
6-1445-361-10-000-000-0-000	CO 2014-INTEREST EARNINGS	905.66

6-1446-361-10-000-000-0-000	REF BONDS 2014C-INTEREST EARNINGS	1,117.47
6-1447-361-10-000-000-0-000	CO 2015A-INTEREST EARNINGS	955.87
6-1448-361-10-000-000-0-000	REF BONDS 2015B-INTEREST EARNINGS	853.48
6-1449-361-10-000-000-0-000	REF BONDS 2015C-INTEREST EARNINGS	1,591.18
	Total Debt Service Funds	$271,252.08
PROPRIETARY FUNDS		
6-2102-391-03-000-426-0-000	TRANSFERS IN-JAIL COMMISSARY TRUST FUND	$468,251.33
	Total Proprietary Funds	$468,251.33

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/18/16
Date

APPROVED BY
COMMISSIONERS' COURT

ON: 9-6-16

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 201573

Received From: SAFETY DIV. DBM AXIX SURPLUS INS. CO. Date 08/17/16

1	166585	DOI: 05/31/16 STORM DAMAGES/CO PROPERTY 6-1100-360-00-000-005-0-000	37,500.00 C

Total: 37,500.00

Check Total	37,500.00
Cash Total	.00
Credit Total	.00
Other Total	.00

A201573 37,500.00 C
A202102 50,000.00 D
A203478 51,056.92 E
A203870 25,528.46 F
A203869 25,528.46 G
005
189,613.84*

II

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 08/16/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number _____
B. Explanation: _____

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 6-1100-360-00-000-005-0-000 $37,500.00
B. Explanation: AXIS Surplus Insurance Company Settlement Check #166585, DOI: 05/31/16 (Weather Event), Storm Damages to County Property

GRAND TOTAL REMITTED TO TREASURER $37,500.00

APPROVED BY: _____ Aug 16, 2016
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____ _____
ASSISTANT TREASURER'S RECEIPT NUMBER

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Check #:	166585
Check Date:	8/04/2016
Writing Company:	BR6-CWS
Check Amount:	$37,500.00

HIDALGO COUNTY
ATTN: LAURO TORRES, ADMINSTRATIVE ASST.
COUNTY OF HIDALGO EXECUTIVE OFFICE
9805 N. 10TH STREET
MCALLEN, TX 78504

Policy #	Claim #	Insured	Item #	Amount
790638/01/2015/0000	124350	HIDALGO COUNTY		37,500.00

Reason: AXIS share of initial advance payment for wind damges which occurred on May 31, 2016 to various locations in Hidalgo County

Sub-total (page):	37,500.00
Total:	37,500.00

THE FACE OF THIS DOCUMENT IS PRINTED BLUE. THE BACK CONTAINS A SIMULATED WATERMARK

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Wachovia-7987
One South Broad Street
Mail Code 4135
Philadelphia, PA 19107

NO. 166585
8/04/2016

64-975
612

AMOUNT
$ ******37,500.00

PAY *Thirty seven thousand five hundred and 00/100 Dollars*

TO THE ORDER OF

HIDALGO COUNTY

⑈0000166585⑈ ⑆061209756⑆ 2079900087987⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 202102

Received From: SAFETY DIV. DBM 08/31/16 Date 09/01/16

1	204223	DOI: 05/31/16 STORM DAMAGES/CO. PROPERTY 6-1100-360-00-000-005-0-000	50,000.00

Total: 50,000.00

Check Total	50,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 08/31/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number _____
B. Explanation: _____

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 6-1100-360-00-000-005-0-000 $50,000.00
B. Explanation: Vericlaim, Inc Settlement Check # N0204223, DOI: 05/31/16 (Weather Event), Storm Damages to County Property

GRAND TOTAL REMITTED TO TREASURER $50,000.00

APPROVED BY: _____ Aug 31, 2016
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____ _____
ASSISTANT TREASURER'S RECEIPT NUMBER

Hidalgo County
9805 N 10th Street
McAllen, TX 78504

VERICLAIM, INC.
1833 CENTRE POINT CIRCLE
SUITE 139
NAPERVILLE, IL 60563
PH 630 245-7000
FAX 630 245-1920

VENDOR NO.	DATE	CHECK NO.
P01193799	08/23/16	204223

INVOICE NUMBER & DESCRIPTION	INVOICE DATE	OUR REFERENCE	GROSS AMOUNT
Claim Payment		HOU16414520	$50,000.00

MIDWEST TRUST ACCOUNT

TOTAL $50,000.00

THIS MULTI-TONE ARE A OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM

VERICLAIM, INC.
1833 CENTRE POINT CIRCLE
SUITE 139
NAPERVILLE, IL 60563

FIFTH THIRD BANK
CHICAGO, ILLINOIS

70-2380
719

CHECK NO204223

PAY ONLY $50,000.00 CTS/CTS

DATE 08/23/16

AMOUNT *****$50,000.00

FIFTY THOUSAND DOLLARS AND 00 CENTS **********

VOID AFTER 180 DAYS

MIDWEST TRUST ACCOUNT

PAY TO THE ORDER OF
Hidalgo County
9805 N 10th Street
McAllen, TX 78504

AUTHORIZED SIGNATURE

VOID OVER $50,000.00

AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

⑈204223⑈ ⑆071923909⑆ 7233891915⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 203478 E

Received From: DBM SAFETY DIV. LEXINGTON INSURANCE CO Date 10/18/16

1	10707954	DOI:05/31/16 STORM DAMAGES TO CO PROPTY 6-1100-360-00-000-005-0-000	51,056.92

Total: 51,056.92

Check Total	51,056.92
Cash Total	.00
Credit Total	.00
Other Total	.00

A203478 E

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 10/13/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number _____
B. Explanation: _____

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 6-1100-360-00-000-005-0-000 $51,056.92
B. Explanation: Lexington Insurance Company Settlement Check #10707954, DOI: 05/31/16 (Weather Event), Storm Damages to County Property

GRAND TOTAL REMITTED TO TREASURER $51,056.92

APPROVED BY: M. Alicia Alvarez 10/13/16
DEPARTMENT SUPERVISOR DATE

PREPARED BY:
ASSISTANT

TREASURER'S RECEIPT NUMBER

P4000028001

American International Group, Inc.
PO Box 25565
Shawnee Mission, KS 66225

201610040202

Electronic Service Requested

1 OF 1

ENV 95

95 0.0118

Attn Laura Torres
9805 N 10TH ST
COUNTY OF HILDAGO EXEC. OFFICE
MCALLEN, TX 78504-9529

Check No.: 10707954
RFP No.: 243597
Check Date: 10/04/2016
Check Amount: 51,056.92
Insured: HIDALGO COUNTY

Claimant: HIDALGO COUNTY

Claim Office: 501
Insuring Company: LEXINGTON INSURANCE COMPANY

Payee Name: HIDALGO COUNTY

Reference No. 00330616

Policy No.	Claim No.	Symbol	Date of Loss	Type	Status	Amount
000011144083	5658281569US	001	05/31/2016	IND	O	51,056.92
					Total Amount	51,056.92

Reason for Payment
Partial pmt for wind damages

Use File # 5658281569US on all correspondence for prompt processing.
For check information call: 617-330-8570

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER

LEXINGTON INSURANCE COMPANY

50-737/213

Claim No: 5658281569US Policy No.: 000011144083
Reason for Payment Partial pmt for wind damages

*********Fifty One Thousand Fifty Six & 92/100 Dollars***

CHECK No.	10707954
RFP No.	00243597
DATE	10/04/2016
AMOUNT PAID	
	*******$51,056.92

Void after 90 Days

PAY TO THE ORDER OF HIDALGO COUNTY

JPMORGAN CHASE BANK, N.A.
SYRACUSE, NY 13206

AUTHORIZED SIGNATURE

DO NOT CASH IF WATERMARK IS NOT PRESENT ON THE REVERSE SIDE OF THIS DOCUMENT - HOLD AT AN ANGLE TO VIEW

⑈10707954⑈ ⑆021309379⑆ 7864205621⑈

20432355

ABH-004

4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2017 Grant.
5. Approval to appropriate the budget for the Hidalgo County Constable Precinct 4's portion of the Local Border Security Program FY 2017 Grant in the amount of $75,000.00.

8. **Sheriff's Office:** Capt. Carter

A. AI-56735 1. Approval of resolution to retire Hidalgo County Sheriff's Office K-9 "Dick" from his service to Hidalgo County and, upon its retirement, for the ownership transfer of K-9 "Dick" to Senior Deputy Javier Solis.
2. Approval of affidavit and receipt agreement.
3. Approval to declare surplus and remove from County Inventory list County Asset #49600 (Belgian Malinois) for medically required reasons, after removal from Hidalgo County Sheriff's Office service.

9. **Executive Office:**

A. AI-56782 Approval to accept settlement check from Lexington Insurance Company in the amount of $51,056.92 to settle storm damages to County property during the Weather Event of May 31, 2016.

B. AI-56666 Approval to accept settlement check from American Zurich Insurance Company in the amount of $908.20 to settle auto accident claim with County vehicle. (Sheriff Office)

10. **Health & Human Services Department:**

A. **Health Care Funding District:**

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

n/a

B. **Indigent Health Care Program:**

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

11. **Community Service Agency:**

A. AI-56773 2017 CSBG CAP Plan and Budget — Richard Madrigal / Fern McClaughlin
1. Public hearing regarding the proposed 2017 CSBG Community Action Plan and Budget
2. Discussion, consideration and possible action regarding adoption of the 2017 CSBG Community Action Plan and Budget

12. **Urban County:**

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 203870 F

Received From: DBM SAFETY DIVISION 10/25/16 Date 10/26/16

1	11050	DOI: 05/31/16 STORM DAMAGES TO CO PROPTY 6-1100-360-00-000-005-0-000	25,528.46

Total: 25,528.46

Check Total	25,528.46
Cash Total	.00
Credit Total	.00
Other Total	.00

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Check #:	169731
Check Date:	10/07/2016
Writing Company:	BR6-CWS
Check Amount:	$25,528.46

A203870 F

HIDALGO COUNTY
ATTN: LAURO TORRES
COUNTY OF HIDALGO EXECUTIVE OFFICE
9805 N. 10TH STREET
MCALLEN, TX 78504

Policy #	Claim #	Insured	Item #	Amount
790638/01/2015/0000	124350	HIDALGO COUNTY		25,528.46

Reason: AXIS share of 2nd payment for wind damages from CAT 1633 to various locations in Hidalgo County which occurred on or about May 31, 2016

Sub-total (page):	25,528.46
Total:	25,528.46

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Wachovia-7987
One South Broad Street
Mail Code 4135
Philadelphia, PA 19107

NO. 169731
10/07/2016

64-975
612

AMOUNT
$ ******25,528.46

PAY *Twenty five thousand five hundred twenty eight and 46/100 Dollars*

TO THE ORDER OF

HIDALGO COUNTY

⑈0000169731⑈ ⑆061209756⑆ 2079900087987⑈

POLICY NUMBER 10T029659058481500
CJW CLAIM NO. 4131084
CAT
DATE OF LOSS 05/31/2016
AMOUNT $25,528.46
INSURED HIDALGO COUNTY
ADJUSTER Gregory Cusick

VENDOR#

MAIL TO
HIDALGO COUNTY
9805 NORTH 10TH STREET
MCALLEN TX 78504

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Cramer Johnson Wiggins & Assoc.
on Behalf of AmRisc, LP
1420 EDGEWATER DRIVE
ORLANDO, FL 32804

AmRisc, LP

Fifth Third Bank
1401 Lee Road
Orlando, Florida 32860

63-993/631
11

CHECK NUMBER 11050

CLAIM NO.	INSURED	DATE OF LOSS	POLICY NUMBER	DATE ISSUED
4131084	HIDALGO COUNTY	05/31/2016	10T029659058481500	10/08/2016

FOR: BLDG-ACV

VOID AFTER 90 DAYS

PAY: Twenty Five Thousand Five Hundred Twenty Eight & 46/100 Dollars

AMOUNT
$25,528.46

PAY TO THE ORDER OF HIDALGO COUNTY

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND CONBREATHYZ INK

⑈011050⑈ ⑆063109935⑆ 744206657⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 203869 G

Received From: DBM SAFETY DIVISION 10/25/16 Date 10/26/16

1	169731	DOI: 05/31/16 STORM DAMAGES TO CO PROPTY 6-1100-360-00-000-005-0-000	25,528.46

Total: 25,528.46

Check Total	25,528.46
Cash Total	.00
Credit Total	.00
Other Total	.00

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

REVENUE REMITTANCE - DATE: 10/25/16

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number
B. Explanation:

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 6-1100-360-00-000-005-0-000 $25,528.46
B. Explanation: AXIS Surplus Insurance Company Settlement Check #169731, DOI: 05/31/16 (Weather Event), Storm Damages to County Property

RECEIVED BY HIDALGO COUNTY TREASURER 2016 OCT 26 AM 9 11

GRAND TOTAL REMITTED TO TREASURER $25,528.46

APPROVED BY: _____ Oct 25 2016
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____
ASSISTANT

TREASURER'S RECEIPT NUMBER

9. **Sheriff's Office:** Capt. Cantu

A. AI-56996 Approval of memorandum of understanding between Hidalgo County Sheriff's Office, Texas Department of Public Safety and McAllen Police Department for the establishment and operation of the Texas Transnational Intelligence Center (TTIC).

10. **Executive Office:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

1) Update on ongoing county owned building construction, relocation and/or renovation repair projects — 150 ton chiller $89,600 installed @ Chas. HVAC - for Service $19,340.00

2) Emergency situations occurring since last agenda meeting

B. AI-57003 Request from St. Joseph Catholic School for the use of the county parking lot on Stubbs and 12th St. (Shady Lawn) on Saturday Nov. 12, 2016 for Annual Turkeyfest Festival from 11:00 a.m. to 7:00 p.m. (to be used for parking only)

C. AI-56929 Approval to accept a settlement check from AXIS Surplus Insurance Company in the amount of $25,528.46 and a settlement check from Cramer Johnson Wiggins & Associates in the amount of $25,528.46 to settle storm damages to County property during the Weather Event of May 31, 2016.

11. **Juvenile Probation:** Valde

A. AI-56904 Approval of Interlocal Agreement between McAllen ISD and Hidalgo County acting by and through its Juvenile Probation Department (for meal prep services for students of JJAEP)

12. **Fire Marshal's Office:** Valde

A. AI-56860 Fire Marshal: Acceptance and approval to reimburse Elizabeth Castro in the amount of $101.75 for notary stamp renewal (requisition 00307729) with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

13. **Human Resources:** Raul S.

A. AI-56893 Approval to waive the year 2017 contribution/donation of sick leave hours to the Sick Leave Pool for currently enrolled participants due to current balance. (194,200 hrs. Bal.) Employees not currently enrolled and who wish to enroll must contribute sick leave hours as per the Sick Leave Policy. 24 hrs. min.

B. AI-57000 Jail Commissary (2102):

1. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 10/31/2016:

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Check #:	169731
Check Date:	10/07/2016
Writing Company:	BR6-CWS
Check Amount:	$25,528.46

HIDALGO COUNTY
ATTN: LAURO TORRES
COUNTY OF HIDALGO EXECUTIVE OFFICE
9805 N. 10TH STREET
MCALLEN, TX 78504

Policy #	Claim #	Insured	Item #	Amount
790638/01/2015/0000	124350	HIDALGO COUNTY		25,528.46

Reason: AXIS share of 2nd payment for wind damages from CAT 1633 to various locations in Hidalgo County which occurred on or about May 31, 2016

Sub-total (page):	25,528.46
Total:	25,528.46

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Wachovia-7987
One South Broad Street
Mail Code 4135
Philadelphia, PA 19107

NO. 169731
10/07/2016

64-975
612

AMOUNT
$ ******25,528.46

PAY *Twenty five thousand five hundred twenty eight and 46/100 Dollars*

TO THE ORDER OF

HIDALGO COUNTY

⑈0001697 31⑈ ⑆061209756⑆ 2079900087987⑈

AI-57484 **Budget and Management** **19. G. 2.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Special Vehicle Inventory Fund (1246):
Approval of 2017 appropriation of funds for the Special Vehicle Inventory Fund (1246) in the amount of $102,377.67 to fund salaries, fringes, & operating expenses for calendar year 2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

Funds available in the 2016 Unassigned F/B as of 11-28-16, pending year-end closing & carryover.

Attachments

Tax Office Letter 9-20-16
ALIO Balance Sheet 11-28-16
2017 Appropriation

Form Review

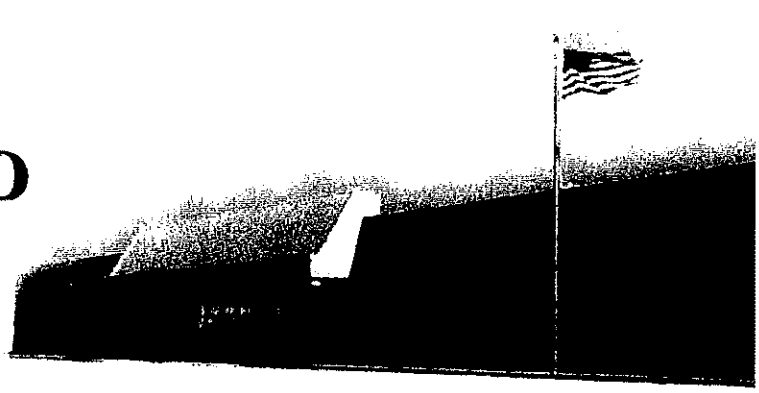
Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/29/2016 10:18 AM
Budget & Management	Veronica Ortiz	11/29/2016 11:27 AM
Merlen P. Munoz	Merlen P. Munoz	11/29/2016 02:05 PM
Final Approval	Monica Badillo	12/02/2016 05:18 PM

Form Started By: Ivan Cantu Started On: 11/23/2016 02:26 PM
Final Approval Date: 12/02/2016

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

September 20, 2016

Sergio Cruz
Hidalgo County Budget Officer
2818 South Business Highway 281
Edinburg, Texas 78539

Re: 2017 Special Inventory Budget

Dear Mr. Cruz,

As per Local Government Code Section 111.095, the Tax Assessor-Collector is required to file a special funds budget with the County Budget Officer at least 60 days before the first day of the County's fiscal year. Please note that these are dedicated funds and have limited use; therefore, all unexpended funds remaining in this budget will rollover to the next fiscal year.

We appreciate your assistance on this matter. If you have any questions, please contact Eva Mireles, Chief of Operations at (956) 318-2157, ext. 4730, or me at ext. 4704.

Respectfully,

Pablo "Paul" Villarreal Jr., PCC
Tax Assessor-Collector

Cc: Ray Eufracio, Hidalgo County Auditor

Hidalgo County, Texas
Tax Assessor-Collector
September 20, 2016

Account: 1246-415-15-140-003-0-xxx
Fund: Special Inventory
Department No. 140

2017 Budget Appropriation Detail

Fund Income:			
2017 Estimated Revenues		$	92,400.00
2017 Revenues Pending Certification			(92,400.00)
2016 Roll Over Funds			102,377.67
Total Funds Available		$	102,377.67
Fund Expenses:			
Obj. #			
113	REG. F/T EMPLOYEES	$	-
117	SUPPLEMENTAL PAY		23,000.00
211	HEALTH INSURANCE		2,445.06
212	LIFE INSURANCE		14.58
220	FICA		1,759.50
230	RETIREMENT		2,638.10
250	UNEMPLOYMENT COMP		138.00
260	WORKERS COMP		134.00
442	EQUIP & VEHICLE RENT		8,000.00
550	PRINTING & BINDING		20,000.00
583	TRAVEL OUT OF COUNTY		8,000.00
584	REGISTRATION FEES		8,000.00
660	FURN & EQUIP CNTRLD		28,248.43
Total Budgeted Funds		$	102,377.67

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1246 T.A.C. SPECIAL VEHICLE INVENTORY				
6-1246-101-00-000-000-0-000 TAC SP VEH INV-CASH	179,344.94	4,631.60	539,610.28	718,955.22
6-1246-103-00-000-000-0-000 TAC SP VEH INV-TIME DEPOSITS	.00	.00	.00	.00
6-1246-103-10-000-000-0-000 TAC SP VEH INV-TIME DEP/FLEXICASH	4,375,000.00	450,000.00	-725,000.00	3,650,000.00
6-1246-104-00-000-000-0-000 TAC SP VEH INV-INTEREST RECEIVABLE	3,391.59	.00	-3,391.59	.00
6-1246-115-20-000-000-0-000 TAC SP VEH INV-A/R EMPLOYEE TRAVEL ADV	.00	.00	1,267.21	1,267.21
6-1246-130-03-000-424-0-000 DUE FROM/TO TAX OFFICE TRUST FUND	-4,372,329.20	-450,000.00	272,329.20	-4,100,000.00
6-1246-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	.00	.00	.00	.00
6-1246-130-01-000-200-0-000 DUE FROM/TO R&B FUND	.00	.00	.00	.00
6-1246-130-01-000-241-0-000 DUE FROM/TO CRTHSE SECURITY	.00	.00	.00	.00
6-1246-130-01-000-283-0-000 DUE FROM/TO GRANTS LVL 3	.00	.00	.00	.00
6-1246-130-03-000-401-0-000 DUE FROM/TO CLEARING FUND	.00	.00	.00	.00
6-1246-130-03-000-402-0-000 DUE FROM/TO PAYROLL FUND	.00	.00	.00	.00
Total Assets	**185,407.33**	**4,631.60**	**84,815.10**	**270,222.43**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1246 T.A.C. SPECIAL VEHICLE INVENTORY				
6-1246-201-00-000-000-0-000 TAC SP VEH INV-ACCR SAL,WAGES & BENEFI	1,288.19	.00	-1,288.19	.00
6-1246-202-00-000-000-0-000 TAC SP VEH INV-ACCOUNTS PAYABLE	.00	.00	.00	.00
Total Liabilities	**1,288.19**	**.00**	**-1,288.19**	**.00**
6-1246-270-00-000-000-0-000 TAC SP VEH INV-BUDGETED FUND BALANCE	.00	.00	-81,741.47	-81,741.47
6-1246-258-00-000-000-0-000 TAC SP VEH INV-UNASSIGNED FUND BALANCE	184,119.14	.00	.00	184,119.14
Total Equity	**184,119.14**	**.00**	**-81,741.47**	**102,377.67**
6-1246-275-00-000-000-0-000 TAC SP VEH INV-ESTIMATED REVENUES	.00	.00	.00	.00
6-1246-276-00-000-000-0-000 TAC SP VEH INV-REVENUE CONTROL	.00	6,945.52	115,979.22	115,979.22
6-1246-271-00-000-000-0-000 TAC SP VEH INV-APPROPRIATIONS	.00	.00	81,741.47	81,741.47
6-1246-272-00-000-000-0-000 TAC SP VEH INV-EXPENDITURE CONTROL	.00	-2,313.92	-29,875.93	-29,875.93
6-1246-273-00-000-000-0-000 TAC SP VEH INV-ENCUMBRANCE CONTROL	.00	.00	-1,329.91	-1,329.91
6-1246-274-00-000-000-0-000 TAC SP VEH INV-RESERVED FOR ENCUMBRANC	.00	.00	1,329.91	1,329.91
Total Controls	**.00**	**4,631.60**	**167,844.76**	**167,844.76**
Total Equity and Controls	**184,119.14**	**4,631.60**	**86,103.29**	**270,222.43**
Total Liabilities, Equity and Controls	**185,407.33**	**4,631.60**	**84,815.10**	**270,222.43**
Total Other Sources/Uses	**.00**	**.00**	**.00**	**.00**

*Fund is in Balance .00

DATE: December 6, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Tax Office

ACCOUNT NUMBER: 7-1246-415-15-140-003-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

2017
Appropriation

AI #57484, CC 12-6-16

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
7-1246-415-15-140-003-0- 117	Tax Office-	Supplemental Pay	23,000.00
7-1246-415-15-140-003-0- 211	Tax Office-	Health Insurance	2,445.06
7-1246-415-15-140-003-0- 212	Tax Office-	Life Insurance	14.58
7-1246-415-15-140-003-0- 220	Tax Office-	FICA	1,759.50
7-1246-415-15-140-003-0- 230	Tax Office-	Retirement	2,638.10
7-1246-415-15-140-003-0- 250	Tax Office-	Unemployment Comp.	138.00
7-1246-415-15-140-003-0- 260	Tax Office-	Workers Comp.	134.00
7-1246-415-15-140-003-0- 442	Tax Office-	Equip. & Veh. Rentals	8,000.00
7-1246-415-15-140-003-0- 550	Tax Office-	Printing & Binding	20,000.00
7-1246-415-15-140-003-0- 583	Tax Office-	Out of Co. Travel	8,000.00
7-1246-415-15-140-003-0- 584	Tax Office-	Registration Fees	8,000.00
7-1246-415-15-140-003-0- 660	Tax Office-	Furn. & Equip.-Controlled	28,248.43
		TOTAL BUDGET INCREASE (DECREASE)	**102,377.67**

REASON: Appropriation of funds to establish the 2017 salaries, fringes, & operating budget for the Tax Ofice Special Vehicle Inventory (fund 1246). Funds available in the 2016 Unassigned F/B, pending year-end closing & carryover.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-57521 **Purchasing Department** **20. A. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of public purpose for the purchase of plaque to recognize public official for public service to County of Hidalgo for presentation at HCCC meeting of 12-13-16 through the submission of a requisition and processing of a Purchase Order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-413-30-125-004-0-610

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

BUDGETARY IMPACT:

refer to AI 57534 cc 12/6/16 consent (By: Moni)
Requisition #310182

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/30/2016 02:58 PM
Budget & Management	Veronica Ortiz	11/30/2016 03:25 PM
Ivan Cantu	Ivan Cantu	12/01/2016 09:34 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Marty Salazar Started On: 11/29/2016 05:17 PM

Final Approval Date: 12/02/2016

To: "julia sullivan" <julia.sullivan@co.hidalgo.tx.us>
Sent: Monday, November 28, 2016 3:30:32 PM
Subject: PREVIOUS

SEE ATTACHED

PREMIER
Engraved Awards & Gifts For Those Special Moments

Richard Hernández
Premier Awards & Gifts
2301 N. 10th St. - McAllen, Texas 78501
956-682-2329 - Fx: 956-682-2396
Email: trophies2@aol.com - Website: www.premierawardsrgv.com

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revised%203.jpg
13 KB

26545.pdf
328 KB

Quotation

Premier Awards

2301 North 10th Street
McAllen, TX 78501
Main: 956-682-2329
Fax: 956-682-2396

Store Hours
MON - FRI 9:30 - 5:30 - SAT: 10:00 - 1:00 - SUNDAY: CL
timelessawardsrgv@aol.com

Order Number . . . . . : **30911**

BILL TO

COUNTY OF HIDALGO - PUBLIC AFFAIRS			
JULIA BENITEZ SULLIVAN			
302 W. UNIVERSITY DRIVE			
EDIBURG			
Edinburg	TX	78539	
Phone:	956-292-7026	**Fax:**	
E-Mail Address:	JULIA.SULLIVAN@CO.HIDALGO.TX.US		

This order is scheduled to be ready for pickup after the completion date and time shown below and is not scheduled to be shipped. You may pick this order up at our store any time after the completion date and time. If the completion date and time below is inconvenient for you, please notify us immediately so we may correct the delivery and production schedule to ensure your needs are met.

Date Placed	Completion Date/Time	Terms	PO #	Resale Number	Sales Rep
11/29/2016	12/12/2016 after 3:30:00 PM	Balance Will Be Invoiced		County Government	System Default

Qty	Stock #	Description	CD	Unit Price	Ext Price	Tax
1	**PLQ-CUSTOM**	**Custom Plaque** ----------[Line Item Instructions]---------- TP-BC55 BLACK PIANO FINISH VERTICAL WALL CLOCK ----------[Personalization Text]---------- COMMISSIONER A.C. CUELLAR, JR	***	**$172.80**	**$172.80**	***
1	**ENG-LSR LOGO-3**	**LASER ENG LOGO UPTO 3"** ----------[Line Item Instructions]---------- COUNTY SEAL	***	**$3.00**	**$3.00**	***

Date	Description of Payment	Payment Amount

This quotation is valid for 15 days from the Date Placed indicated on this quotation. If you have any questions, please feel free to contact us so we can further assist you.

We will work hard to try and complete your order by the Expected Date and Time identified at the top of this order. Please let us know if the above date and time will not fit within your time schedule as soon as possible and we will try to work within your time-constraints as best as we can.

Order Total:	$175.80
Discount:	$0.00
After Discount Sub-Total:	$175.80
Shipping/Handling:	$0.00
New Sub-Total:	$175.80
Sales Tax (EXEMPT):	$0.00
Final Total:	$175.80
Less Total Payments:	$0.00
Balance Due on Order:	**$175.80**
Balance Due on Invoice:	**$0.00**

Zimbra **martha.salazar@co.hidalgo.tx.us**

Fwd: Order Documents - Order #: 30911

From : Julia Sullivan <julia.sullivan@co.hidalgo.tx.us> Tue, Nov 29, 2016 10:12 AM
Subject : Fwd: Order Documents - Order #: 30911 1 attachment
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Valde Guerra <valde.guerra@co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>, Jane J. Lopez <jane.lopez@co.hidalgo.tx.us>

External images are not displayed. Display images below

Good Morning, Marty

Attached is a quote for a plaque for Commissioner Cuellar. Is this sufficient to get it on the consent agenda for Tuesday?

Please advise.

Thank you,
Julia

Julia Benitez Sullivan
Public Affairs Director
(956) 292-7026

The County of Hidalgo, Texas
Public Affairs Division
100 E. Cano Rd, First Floor
Edinburg, TX 78539

From: "Premier Awards" <custcare@premierawardsrgv.com>
To: "JULIA BENITEZ SULLIVAN" <JULIA.SULLIVAN@CO.HIDALGO.TX.US>
Sent: Tuesday, November 29, 2016 10:09:42 AM
Subject: Order Documents - Order #: 30911

Please find attached to this e-mail one or more PDF (Portable Document Format) file(s) with various printouts as it pertains to your order as shown below:

Get Adobe Reader

Quotation

If you do not have a PDF Reader, you may download one for free at the Adobe Web Site by clicking on the following web site address:

http://get.adobe.com/reader/

You will need a PDF reader such as Adobe Reader to view the attached file(s).

Premier Awards
McAllen, Texas
trophies2@aol.com
956-682-2329

Attachment.921213.Quotation.pdf
104 KB

AI-57396 **Purchasing Department** **20. A. 2.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to extend for the final one (1) year term under contract #E-15-417-11-17 with Bio-Ops, LLC for Medical Waste Disposal Services for Hidalgo County, under the same rates, terms & conditions subject to compliance with HB1295 & HB23 if and when applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-441-00-340-003-0-421

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

BUDGETARY IMPACT:

Attachments

E-15-417-11-17-Bio-Ops

Extension Letter, Form1295, Insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2016 11:17 AM
Budget & Management	Veronica Ortiz	12/02/2016 11:20 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Rocio Villarreal		Started On: 11/16/2016 01:47 PM
Final Approval Date: 12/02/2016		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 3, 2015

Bio-Ops, LLC
Attn: Armando W. Ramirez, Jr., Owner
PO Box 1985
Edinburg, Texas 78540

via-facsimile: (855) 956-9555
via-email: medwaste@bio-ops.net

Re: Renewal/Extension Notice for Contract# C-14-351-11-18-Medical Waste Disposal Services-Hidalgo Co

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for a **one (1)year period** as provided in the current agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice, as, it will be placed on the next Commissioners' Court agenda meeting for discussion, consideration and action, by signing below and return to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidlago.tx.us

By: _____ -BIO-OPS, LLC. Date: 11/5/15

Additionally, we are requesting that your company provides an "Updated Certificate of Insurance" as required by and through Hidalgo County's Request for Sealed (Bids, Quotes, Proposals, and Statements of Qualifications).

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

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2015

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:
INSURED Bio-Ops, LLC PO Box 1985 Edinburg TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Catlin Specialty Insurance Company INSURER B : Arch Specialty Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 26958380 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:			4201201189	10/9/2015	10/9/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible BI/PD	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ✓ HIRED AUTOS ☑ NON-OWNED AUTOS ✓ Pollution			FBCAT0228903	10/8/2015	10/8/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Vehicles: 2003 Dodge Cargo Van - VIN# 2D7KB31Y13K525635
1997 Chev. Truck - VIN #1GBJG31R1V1085175

CERTIFICATE HOLDER

Hidalgo County
2812 S Business Hwy, 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521	FAX (A/C, No): (956) 969-9198
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bio-Ops, LLC P.O. Box 1985 Edinburg TX 78540	INSURER A: Texas Mutual Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1511301592 **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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		SBP0001218747-2014	12/9/2014	12/9/2015	x WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-14-351-11-18

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of **the 18th day of November, 2014** between the County of Hidalgo, Texas ("County") and Bio-Ops a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit request for bids for the collection and disposal of waste materials generated by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids Procurement Packet for Bio-hazardous Medical Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

Whereas, Contractor has submitted a request for bids to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

Whereas, County has determined that Contractor's Request for Bids constitutes the lowest and best bid for such services pursuant to the RFB; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from beginning December 14, 2014 and ending December 13, 2015, with the option to extend for two (2) additional one (1) year periods on the same rates, terms, and conditions. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC Section 330.2) in the dedicated medical waste containers/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be Twenty 00/100ths Dollars ($20.00) per container/box. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor shall have all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal laws and regulations regarding the handling and disposition of medical waste materials.

4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and all laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and

transport operations or the disposal of medical waste. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was that of Contractor or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

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

7.02 **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.

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

7.04 **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.

7.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall

be in writing and shall either be (I) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Contractor: Bio-Ops, LLC
Attn: Armando W. Ramirez, Jr.
PO Box 1985
Edinburg, Texas 78540

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

7.06 **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.

7.07 **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.

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

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

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

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

7.12 **Termination.** This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

7.13 **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).

7.14 **Immunities** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11-18-14 RO

VENDOR'S NAME

By: _____

Printed Name: ARMANDO W. RAMIREZ, JR

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____

Stephen L. Crain

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 06, 2014

Bidder's name

Address

City

State, Zip Code

Re: HIDALGO COUNTY
REQUEST FOR BID: *"Bio-Hazardous Waste Disposal Services"*
Bid No.: 2014-351-10-22-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY
"Bio-Hazardous Waste Disposal Services"
BID NO.: 2014-351-10-22-SMA

Table of Contents

	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications/Requirements & Attachment "A"	7
4.	Exhibit "B" Bid Page	2
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Service Contract	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith in. Should you find that any of the items are not attached in its entirety please contact Sandra Montalvo @ Hidalgo County Purchasing Department by calling (956) 318-2626 or e-mail sandra.montalvo@co.hidalgo.tx.us to advise of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

October 6, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

Bid No: 2014-351-10-22-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID OPENING DATE: October 22, 2014 @ 9:30a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***"Hidalgo County-Bio-Hazardous Waste Disposal Services"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County").Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. All sealed bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB NO. 2014-351-10-22-SMA- *Hidalgo County-Bio-Hazardous Waste Disposal Services"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Wednesday, October 22, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number and Contract No. (If any)
d) Notation- ***Hidalgo County-Bio-Hazardous Waste Disposal Service"***
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening @ 9:30 A.M.	**October 22, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. **BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT** (if applicable for public works projects):

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any

specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Bio-Hazardous Waste Disposal Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

&

ATTACHMENT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY
"Bio-Hazardous Waste Disposal Services"
RFB NO.: 2014-351-10-22-SMA

PROJECT OVERVIEW:

Hidalgo County is soliciting bids for the Pickup and Disposal of ***"Bio-Hazardous Waste Disposal Services for Hidalgo County Departments"*** on an as needed basis but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:

1) Vendor must be registered with the Texas Commission of Environmental Quality (TCEQ) as a transporter of untreated medical waste an insured to handle, transport, treat, and dispose of all applicable biohazard medical waste products

2) Vendor shall have a minimum of three (3) years of experience in the frilled of Medical Waste Removal and Disposal Services. The company should be actively engaged in the service of pick-up and disposal of contaminated infectious, regulated bio-hazardous and /or medical waste

3) Vendor must identify the landfill site to which waste materials are to be delivered. In the event vendor is not the owner or operator of the landfill site, vendor must provide Hidalgo County with copies of documents authorizing vendor to dispose of bio-hazardous medical waste materials in such landfill.

4) Vendor must provide a copy of the current permit of the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous medical waste products. In addition, vendor should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous medical waste collection and disposal business.

5) All medical waste must be transported and disposed in conjunction with current and existing EPA, OSHA, JCAH, DOT Federal and State of Texas, Texas Commission of Environmental Quality, Local and Federal Regulation's and Requirements.

6) Vendor shall conduct all pick-ups during normal business hours of 8:00a.m.-5:00p.m. CST, Monday-Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling and/or non-scheduling service to insure county personal will be available to sign the required manifest documents.

7) Vendor will be required to collect all medical waste disposal materials generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Program and all mobile clinics.

8) VENDOR MUST PROVIDE THE FOLLOWING:
   a) Number of CARDBOARD and liners including size and description to be provided by vendor at ***no additional charge.***

9) All charges-labor, personnel, service, supervision, administration, reporting, documentation, manifest, cardboard boxes, labels, material, supplies, insurance, licenses permits, equipment, vehicles, pick-up, disposal, transportation shipping, handling fuel surcharges, and all other costs associated with this contract must be included in the flat rates. Delivery and Services will be F.O.B.; Hidalgo County as indicated on each designated purchase order

10) The term of the contract will be for a one (1) year with the county's option to extend an additional two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process..

11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation.

12) Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Hidalgo County reserves the right to award to a primary and secondary vendor.

14) Quantities indicated in bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

15) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.

16) Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures certify that the manifest is in compliance with state and federal regulations to bio-hazardous medical waste disposal.

17) Awarded vendor(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C"- for limits).

18) The successful vendor will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

19) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

20) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with bid 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.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The

County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by ***no later than Wednesday, OCTOBER 15, 2014 by 5:00 p.m.*** Responses to said inquiries will be sent to all applicants via email by no later than **Friday, OCTOBER 17, 2014 by 5:00 p.m.**

ATTACHMENT "A"

HIDALGO CO UNTY

"Bio-Hazardous Waste Disposal Services"

RFB NO.: 2014-351-10-22-SMA

Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

HIDALGO COUNTY WIC PROGRAM Contact Person: Margarita Gonzalez-956-318-4646			
	LOCATIONS/CLINICS	Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Edinburg WIC Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2.	Mission WIC Clinic 211 S. Schuback Mission, Tx	twice a month	3 boxes
3.	McAllen WIC Clinic 300 E. Hackberry McAllen, Tx	once a month	3 boxes
4.	Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
5.	Pharr WIC Clinic 1903 W. Knight Pharr, Tx	Bi weekly	3 boxes
6.	Hidalgo WIC Clinic 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
7.	Alton WIC Clinic 3509 E. Main. Alton, Tx	once a month	3 boxes
8.	Donna WIC Clinic 301 S. 8th Donna, Tx	once a month	3 boxes
9.	Sullivan WIC W. Hwy 83 Sullivan, Tx	once a month	3 boxes
10.	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
11.	Rio Grande WIC 5404 Brand St Rio Grande City, Tx	once a month	3 boxes
12.	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	once a month	3 boxes
13.	Edinburg WIC II 113 Dawson Edinburg, Tx	once a month	3 boxes
14.	Mission WIC II 722 N. Breyfogle Mission, Tx	Every 2 weeks	3 boxes

15.	Mercedes WIC 504 S. Texas Mercedes, Tx	once a month	3 boxes
16.	McAllen WIC- II 220 S. Bicentennial McAllen, Tx	once a month	3 boxes
17.	McAllen WIC- III 3001 S. 23rd, Suite 8 McAllen, Tx	once a month	3 boxes
18.	Pharr WIC II 300 W. Hall Acres, Suite A Pharr, Tx	Every 3 mo	3 boxes
19.	San Juan WIC Community Center 509 Earling Rd. San Juan, Tx	twice a month	3 boxes
20.	San Carlos WIC(San Carlos Community Center) 230 N. 86th St- East Hwy 107 San Carlos, Tx	once a month	3 boxes
21.	Alton WIC II 3519 S. Main Suite B Mission, Tx	once a month	3 boxes
22.	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	twice a month	3 boxes
23.	Weslaco WIC II 417 S. Oregon Weslaco, TX	once a month	3 boxes
24.	Elsa WIC 708 E. Edinburg Elsa, Tx	once a month	3 boxes
25.	Roma WIC 1505 N. Grant Roma, Tx	once a month	3 boxes
26.	Alamo WIC Clinic Community Center 1429 S. Tower Road Alamo, Tx	once a month	3 boxes

HIDALGO COUNTY HEALTH & HUMAN SERVICES Scheduled Pick up for Bio Hazards- 2nd and 3rd Wednesday between 1:00 PM and 4:00 PM **** estimated average of 600 – 2 gallon containers and 100 one quart containers per year****			
	LOCATION	**Scheduled Service** **(Weekly, bi-weekly monthly etc.)**	**Estimated Qty. of boxes & liners per location**
1.	Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956)318-2040 Supervisor: Reina Cisneros	once a month	4 boxes
2.	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Elva Murphy	once a month	3 boxes
3.	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Norma Garza	once a month	3 boxes
4.	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Victoria Garza	once a month	5 boxes
5.	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Cecilia Hinojosa	once a month	5 boxes
6.	Pharr Clinic 300 E. Hall Acres Phone: (956)787-1531 Supervisor: Laila De Leon	once a month	4 boxes
7.	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Laura Tovar	once a month	3 boxes
8.	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Jeena Salinas	once a month	4 boxes
9.	Central Office-Immunization 1304 S. 25th Edinburg, Tx 78542 Phone: 383-6221 Supervisor: Nelda Mendez	every 3rd month	3 boxes

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT Contact Person: Elena Gaitan 956-587-6200			
	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1.	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	once a month	2 boxes
HIDALGO COUNTY SHERIFF'S OFFICE **Contact Person: Juan Tapia 956-383-8114**			
	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1.	Infirmary 701 E. Cibolo Rd. Edinburg, Tx	twice a month	8 boxes
2.	Law Enforcement CSI Office 711 E. Cibolo Rd Edinburg, Tx	monthly	1 box

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

EXHIBIT "B"

BID PAGE

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO.:2014-351-10-22-SMA

Description of Box & Liner	Sizes
LANDFILL SITE: (NAME, ADDRESS OF COMPANY	

FLAT RATE PRICE $_____

Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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	$
					AUTO ONLY 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					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

BID PAGE

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO.:2014-351-10-22-SMA

Description of Box & Liner	Sizes
REGULATED MEDICAL WASTE / BIOHAZARD	17"L X 14"W X 20"H
CARDBOARD BOX - DISPOSABLE	
UN CERTIFIED	
REGULATED MEDICAL WASTE / BIOHAZARD	40" X 46"
RED - BLACK WARNING MARKINGS	40-45 GALLONS

LANDFILL SITE: (NAME, ADDRESS OF COMPANY

MEDWASTE JOINT VENTURE TCEQ # 40256

3713 AGNES ST., CORPUS CHRISTI, TX 78405

855-325-3995

FLAT RATE PRICE $ 20.00 / BOX

Pickup & Disposal of Medical Waste including box & liner (Schedule or non-schedule)

OPENED
10/22/14
9:55am
Witnessed

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: Bio-Ops, LLC.

ADDRESS: 1403 Cedar St.

CITY/STATE/ZIP CODE: Edinburg, Texas 78539

PHONE NUMBER/: 956-778-4412 or 1-888-956-2461

CELLULAR NUMBER: 956-778-4412

FAX NUMBER: 1-855-956-9555

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: medwaste@bio-ops.net

PRINTED NAME: Armando W. Ramirez, Jr (A.J.)

TITLE: Owner

DATE: 10/8/14

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/27/2013

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	CONTACT NAME:
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bio-Ops, LLC P.O. Box 1985 Edinburg TX 78540	INSURER A: Texas Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL13122701303 **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	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	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 $							$
A	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		SBP0001218747	12/9/2013	12/9/2014	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

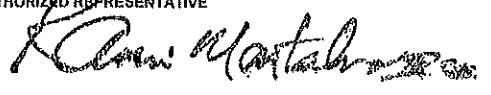
CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2014

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 : Catlin Specialty Insurance Company	
INSURER B : Arch Specialty Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bio-Ops, LLC
PO Box 1985
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 22218167 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	3 COMMERCIAL GENERAL LIABILITY			4201200923	10/7/2014	10/7/2015	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [3] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	3 POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible BI/PD	$ 1,000
B	AUTOMOBILE LIABILITY			FBCAT0228902	10/8/2014	10/8/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / 3 SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	3 HIRED AUTOS / 3 NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	3 Pollution							$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Vehicles: 2003 Dodge Cargo Van - VIN #2D7KB31Y13K525635
1997 Chev. Truck - VIN #1GBJG31R1V1085175

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 18, 2014
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 reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda.

5. **Open Forum**

Virginia Townsend addressed the issue of the policy on nepotism. She stated she felt there was a violation during last weeks meeting and that it would expect them to do the ethical thing although it's not necessarily illegal.

Fern McClaugherty wanted to express her appreciation for all those who voted against the hospital district. She also wanted to address the rules of Open Forum and feels there was an error made at last weeks meeting.

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

A. AI-47435 1. Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.

Bobby Villarreal, Judge's Office, presented some changes that legal counsel prepared to modify the TIRZ Policy. He stated the changes reflected on page 6, Items 3.a.i and 3.a.ii and page 7, Item 7.a.i.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

2. **AI-47208** Presentation of bids received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid and meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Bio-Hazardous Waste Disposal Services RFB No. 2014-351-10-22-SMA.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval to award and contract BIO OPS, LLC.

Vote: 3 - 0 - Unanimously

B. County Clerk:

1. **AI-47441** A. Request from County Clerk for exemption from HCCC approved Order for Major Purchases Deadline date of October 3, 2014 as budget line items were being reviewed and analyzed for funding of needed furniture;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 3 - 0 -Unanimously

B. Authority to purchase chairs (as detailed in supporting documentation) through Gateway Printing(TXMAS cooperative purchasing program awarded vendor) in the amount of $15,352.50 with written confirmation by Gateway Printing that items will be delivered prior to 12-31-14 with authority to process requisition and approve a Purchase Order.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 3 - 0 -Unanimously

C. Pct. 1

1. **AI-47404** Acceptance and approval of the final construction contract documents for the project: Hidalgo County Precinct No. 1 "Sioux Road Paving and Drainage Improvements (from Tower to Valverde Rd)" (CC award action on AI-47118, 10/28/14) to 2GS, LLC, in the total amount $740,819.60 (Contract# C-14-362-10-28).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 -Unanimously

At this time, Commissioner Joseph Palacios joined the meeting.

D. Pct. 2

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 29, 2016

Armando W. Ramirez Jr., Owner via email: medwaste@bio-ops.net
Bio-Ops, LLC
PO Box 1985
Edinburg, Texas 78540

Re: **HB Form 1295 Required/Renewal/Extension Notice**
C-14-351-11-18-Medical Waste Disposal Services-Hidalgo Co

Dear Mr. Ramirez:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with Bio-Ops, LLC, for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **CONTRACT No. E-15-417-11-17**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on December 6, 2016**, the signed notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us **by no later than Friday, December 2, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your *"Updated Certificate of Insurance"* with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: rocio.villarreal@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: 12/1/16
Armando Ramirez Jr., Owner

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/rv
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-141035

Date Filed:
11/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bio-Ops, LLC.
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-15-417-11-17
Medical Waste Disposal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ruiz, Irma	Edinburg, TX United States	X	
Ramirez, Armando	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA DE LA CRUZ
Notary Public, State of Texas
My Commission Expires
April 25, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Armando W Ramirez, this the 1st day of December, 20 16, to certify which, witness my hand and seal of office.

Irma De La Cruz — Signature of officer administering oath
Irma De La Cruz — Printed name of officer administering oath
Notary Public — Title of officer administering oath
Hid. TX

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-141035

Date Filed:
11/29/2016

Date Acknowledged:
12/01/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bio-Ops, LLC.
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-15-417-11-17
Medical Waste Disposal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ruiz, Irma	Edinburg, TX United States	X	
Ramirez, Armando	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2016

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.

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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 : Catlin Specialty Insurance Company	
INSURER B : Arch Specialty Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bio-Ops, LLC
PO Box 1985
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 32701136 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			4201201433	10/11/2016	10/11/2017	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible BI/PD	$ 1,000
B	AUTOMOBILE LIABILITY			FBCAT0373100	10/11/2016	10/11/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	✓ Pollution							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH)						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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Luis A. Vazquez

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AI-57506 **Purchasing Department** **20. A. 3.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to **Rescind** action taken (**CC 11/22/16-REG. AI-56902**) Item 4 [see attached documentation]:
1. Exempt from competitive bidding requirements under Tx. Local Government Code 262.024 (a)(4), a professional service;
2. Acceptance & approval of negotiated engagement/contract/agreement with Dr. Norma Jean Farley, MD/for the provision of Autopsies & Related Services as drafted and developed by the HC District Attorney's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-080-003-0-340

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

BUDGETARY IMPACT:

Current open PO #736708 for Autopsy Svcs & Expert Testimony, PLLC; funds available as of 11-30-16.
Fiscal impact had already been addressed in original AI. When and if item placed on in future fiscal impact will be addressed.

Attachments

agenda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/30/2016 01:44 PM
Budget & Management	Veronica Ortiz	11/30/2016 01:45 PM
Ivan Cantu	Ivan Cantu	11/30/2016 02:07 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Darlene Betancourt Started On: 11/29/2016 01:31 PM

Final Approval Date: 12/02/2016

AI-56902 **Purchasing Department** **18. A. 4.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-080-003-0-340

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

BUDGETARY IMPACT:

Funds pending approval AI-57415

Attachments

262.024

Gov. Code 2254

ackn 1295

costs

forms

CV

agreement

EMAIL

Final Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2016 11:15 AM
Budget & Management	Veronica Ortiz	11/16/2016 11:31 AM
Budget & Management	Veronica Ortiz	11/16/2016 11:31 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

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Form Started By: Darlene Betancourt Started On: 10/17/2016 10:17 AM
Final Approval Date: 11/18/2016

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AI-57450 **Purchasing Department** **20. B. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of an Amendment No. 1 to the current agreement between Hidalgo County Herrcon, LLC, for the "Construction of Space Pressure Control at the Autopsy Facility," to include a ten percent (10%) retainage.

BACKGROUND

Contract No.: C-16-238-07-19

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 6-1100-419-40-220-045-0-452

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

BUDGETARY IMPACT:

No fiscal impact. Reference: PO# 750032

Attachments

57450 back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/29/2016 05:38 PM
Budget & Management	Veronica Ortiz	11/30/2016 08:07 AM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Yvette Salinas		Started On: 11/18/2016 01:08 PM
Final Approval Date: 12/02/2016		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT#1
TO CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR,
C-16-238-07-19

This AMENDMENT to the Construction Contract, between **HERRCON, LLC** ("the Contractor") and **HIDALGO COUNTY, TEXAS** ("Owner"), effective 6th day of December, 2016, is made between the Contractor and the Owner, (the "Amendment"), as follows:

WHEREAS, Contractor and Owner executed that certain Construction Contract between Contractor and the Owner dated July 19, 2016 (the "Contract"), in which the Contractor agreed to provide construction services for the Construction of Space Pressure Control at Autopsy Facility;

WHEREAS, Contractor and Owner now require an amendment to SECTION 012900 "PAYMENT PROCEDURES" due to unforeseen circumstances the allowances included in the Contract require adjustment; and

WHEREAS, Contractor and Owner now desire to amend the Contract as herein after provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree to the following Amendment to the Contract:

1. Division 01 General Requirements 012900 PAYMENT PROCEDURES is amended to include the following is added:

   "I.

   3. Ten percent (10%) of the contract amount will be held for retainage, and may be payable only after the Application for Certificate of Substantial Completion has been submitted by Contractor and accepted by Owner."

2. Except as amended and or modified herein, all terms and conditions of the Contract, as amended by this agreement, remain in full force and effect and Contractor and Owner ratify and confirm the terms and provisions of the Contract, as amended herein.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HERRCON, LLC

_____
Gilbert Herrera, President

HIDALGO COUNTY, OWNER

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-138912

Date Filed:
11/21/2016

Date Acknowledged:
11/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Herrcon, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C16-238-07-19
2016-238 Amendment 1

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-138912

Date Filed:
11/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Herrcon, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C16-238-07-19
2016-238 Amendment 1

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
DOMINGO PEQUENO
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-30-2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said President, this the 21st day of Nov, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Domingo Pequeno
Printed name of officer administering oath

Notary/Manager
Title of officer administering oath

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Amendment

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Nov 18, 2016 10:38 AM
Subject : Amendment 1 attachment
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>,
Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Please see attached.

I have included the retention language under Section I. 3., as an addition to the contract. please let me know if you have any other questions or concerns.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

****

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Herrcon.Amendment.1.space.press.cntrl..docx
46 KB

AI-57504 **Purchasing Department** **20. C. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO increases for HC Commissioner Pct #1:

- Purchase Order Increases #748970, 749829
- Requisition: 309904, 309813

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1XXX-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds Available as of 11/30/16.

1. Req#309904: 6-1347-431-00-121-207-0-841/721
2. Req#309813: 6-1350-431-00-121-222-0-721 (expensed from object code 721 since road will be maintained by the County after project is completed)
3. PO Increase for 748970: 6-1347-431-00-121-225-0-721
4. PO Increase for 749829: 6-1200-431-00-121-005-0-430

Attachments

Req 309904

Req 309813

PO increases 748970 & 749829

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/30/2016 02:52 PM
Budget & Management	Veronica Ortiz	11/30/2016 03:21 PM
Merlen P. Munoz	Merlen P. Munoz	12/02/2016 09:13 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Elena Gomez		Started On: 11/29/2016 11:01 AM
Final Approval Date: 12/02/2016		

Requisition

Req # 00309904

PO #

Date: 11/22/16

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR
956-968-8733

Contract No: C-16-077-06-20

Special Instructions:
RK149

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-077-06-20 EXP. 07/01/17		
		DO NOT DUPLICATE ORDER		
1255.64	TON	CRUSHED CALICHE (FLEXIBLE BASE MATERIAL TYPE D FOR MILE 9 (FM 491 - MILE 1 E)	3.75	4,708.65
		Account No	Encumbrance	
		6-1347-431-00-121-207-0-721	3,731.61	
		6-1347-431-00-121-207-0-841	977.04	
			Freight	.00
			Total	4,708.65
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

OPENED
2:33 3-30-16
Witnessed

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY
"Flexible Base Material (Crushed Caliche)"
RFB No. 2016-077-03-30-SMA
NIGP CODE: 750-52

NOTE: [illegible]
(Refer to #10 on Page 2 of Exhibit "A" Specifications)

DESCRIPTION of MATERIAL/LOCATION of PITS	Hidalgo County PCT 1	Hidalgo County PCT 2	Hidalgo County PCT 3	Hidalgo County PCT 4
FLEXIBLE BASE MATERIAL(crushed caliche) Type E Grade 3	$ 3.75 per ton	$ 3.75 per ton	$ 3.75 per ton	$ 3.75 per ton
INITIAL PIT LOCATION	490 Pit 4.5 miles W of US281 ON FM 490	490 Pit	Reavis Pit 2.5 miles N of US83 ON FM 2221	490 Pit
ALTERNATE PIT LOCATION NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	1) Reavis Pit 2)	1) Reavis Pit 2)	1) 490 Pit 2	1) Reavis Pit 2)

#tons 1,255.64×
price per ton 3.75=
total 4,708.65*

0.*

Req# 309904

Requisition

Req # 00309813

PO #

Date: 11/18/16

Bill To: x
x

Vendor : 324442
DRAINAGE DISTRICT #1
902 N DOOLITTLE RD
EDINBURG TX 78541

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: RLOZANO
956-968-8733

Contract No:

Special Instructions:
RK148

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	INTERLOCAL COOPERATION AGREEMENT BETWEEN THE DRAINAGE DISTRICT AND COUNTY OF HIDALGO FOR EL OVISPADO SUBDIVISION. APPROVED BY CC ON 08/09/16 (AI-55773)	165,478.56	165,478.56
		Account No	Encumbrance	
		6-1350-431-00-121-222-0-721	165,478.56	
			Freight	.00
			Total	165,478.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

FILED
AT 2:15 O'CLOCK P M

AUG 15 2016

ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the 9th day of August 2016, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "Drainage District", and **HIDALGO COUNTY,TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, District desires to install storm sewers in Obispado Subdivision which has continually been affected by rain events;

WHEREAS, District has or will execute a construction contract with Jimenez Engineering Solutions LLC, d/b/a ICE to install such storm sewers;

WHEREAS, District in the process of construction of such storm sewers in Obispado Subdivision will damage approximately thirty seven and six tenth (37.6%) of the roads or streets in Obispado Subdivision;

WHEREAS, District has or will contract with RDH Site & Construction, LLC to repair damage to the streets and roads in Obispado Subdivision caused by the installation of such storm sewers;

WHEREAS, County desires to rework and pave the remainder of the streets and roads in Obispado Subdivision not suffering damage as a result of such storm sewer installation;

WHEREAS, County desires to contribute the sum of One Hundred Sixty Five Thousand Four Hundred Seventy Eight and Fifty Six one hundredths Dollars ($165,478.56) for the reworking and paving of the streets and roads in Obispado Subdivsion;

WHEREAS, District and County have agreed to cooperate in the improvements as described herein; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District shall contract with Jimenez Engineering Solutions, LLC d/b/a ICE for installation of storm sewers in Obispado Subdivision and shall also contract with RDH Site & Concrete LLC for repair of streets and roads damaged by the installation of such storm sewers as well as the reworking of the streets and

roads in Obispado Subdivision not damaged by the installation of such storm sewers.

2. County agrees upon execution of this Agreement to pay District the sum of One Hundred Sixty Five Thousand Four Hundred Seventy Eight and Fifty Six one hundredths Dollars ($165,478.56) being sixty two and four tenth percent (62.4%) of the contract sum of the RDH Site and Construction, LLC contract for the reworking and paving of the streets and roads in Obispado Subdvision not damaged by the installation of storm sewers.

3. District will coordinate work schedule of the above described contracts to provide for minimal disruption of services, and will use its best efforts to complete the project within 270 days of the date of this Agreement.

4. Following completion of the work described herein the parties agree that the District will have no responsible for the maintenance of the streets and roads in Obispado Subdivision.

5. 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.

6. **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 later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

8. **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 Drainage District and County, and not otherwise.

9. **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.

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

If to District:	Hidalgo County Drainage District No. 1 Attention: Raul Sesin 902 N. Doolittle Road Edinburg, Texas 78539
If to County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, TX 78539
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1902 Joe Stephens Avenue Weslaco, Texas 78596

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.

11. **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.

12. **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.

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

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

15. **Gender and Number.** All pronouns used in this Agreement shall include the

other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

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

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

ATTEST:

By: _____
Ramon Garcia, Board of Directors

Arturo Guajardo, Jr.

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

HIDALGO COUNTY

APPROVED BY COMMISSIONERS' COURT ON: 8/9/16

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Raul Sesin, District Manager

By: _____
Stephen L. Crain

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 8/9/16

FILED
AT 2:15 O'CLOCK P M

AUG 15 2016

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project wherein District and County have or will execute a construction contract with Jimenez Engineering Solutions LLC, d/b/a ICE to install and improve storm sewers in Obispado Subdivision which has continually been affected by rain events through an Interlocal Cooperation Agreement to be entered with Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on August 9, 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

APPROVED BY
COMMISSIONERS' COURT
ON: 8/9/16

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 8/9/16

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

CNTRL # 38

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Yolanda Estrada
Telephone No.: (956)968-8733

Vendor No.: 125717
Vendor Name: Frontera Materials, Inc.
Address: P.O. Box 7449
Elsa, TX 78543

Purchase Order No.: 748970
Increase **No.** 1 for this Purchase Order
Procurement Method:
☐ Contract # E-16-071-02-03
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
		AMOUNT OF ORIGINAL PURCHASE ORDER			**$79,170.00**
154.12	TON	HOT MIX - 1ST INCREASE	74521	58	$8,938.96
		AMOUNT OF INCREASE REQUEST-			**$8,938.96**
		TOTAL AMOUNT			**$88,108.96**

Account Number: 6-1347-431-00-121-225-0-721

Liquidated: _____
Available: _____

Reason: The purchase order increase is needed to cover additional materials needed for road project.

Authorization: _____ 11/22/16
Department Head — Date

Reviewed By: _____ _____
Purchasing Department — Date

Approved By _____ _____
Purchasing Agent — Date

Approved By: _____ _____
County Auditor — Date

CNTRL # RI28

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Anthony Webber
Telephone No.: (956)968-8733

Vendor No.: 94366
Vendor Name: HOLT TRUCK CENTER
Address: P.O. BOX 650345
DALLAS, TX. 75265-0345

Purchase Order No.: 749829
Increase No. 1 for this Purchase Order
Procurement Method:
☐ Contract #
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
1		*AMOUNT OF ORIGINAL PURCHASE ORDER*			**$376.98**
1	EA	BRAKLEEN PARTS CLEANER	07566	$ 4.35	$4.35
12	EA	CABLE TIE	28075	$ 0.28	$3.36
3	EA	CAT ELC COOLANT CLEANER	07566	$ 12.56	$37.68
1	EA	OLT COOLANT SEAL	06079	$ 6.33	$6.33
1	EA	KIT-ERG SEAL	06079	$ 91.73	$91.73
1	EA	KIT-ERG COOLANT	06035	$ 352.34	$352.34
1	EA	KIT-HT EGR CLEANER	06035	$ 529.18	$529.18
3	EA	NON CLOR PARTS CLEANSER	07566	$ 4.59	$13.77
1	EA	LOCT SIL LUB HIGH TEMP CLEANSER	07566	$ 14.15	$14.15
1	EA	RADIATOR TREANMENT	06035	$ 45.90	$45.90
1	EA	30% DISCOUNT			- $329.62
1	EA	LABOR	92830	$ 2,196.00	$2,196.00
1	EA	30% DISCOUNT			- $658.80
1	EA	SHOP SUPPLIES	07564	$ 46.12	$46.12
					$0.00
		AMOUNT OF INCREASE REQUEST-			**$2,352.49**
		TOTAL AMOUNT			**$2,729.47**

Account Number: 6-1200-431-00-121-005-0-430

Liquidated: _____
Available: _____

Reason: ADDITIONAL PARTS & LABOR.

Authorization: Tatia Garcia
Department Head — Date: 11/29/16

Reviewed By: _____
Purchasing Department — Date: _____

Approved By: _____
Purchasing Agent — Date: _____

Approved By: _____
County Auditor — Date: _____

AI-57558 **Purchasing Department** **20. C. 2.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Raul Lozano, COMM. PCT. #1 Submitted By: Katia Garcia, HUMAN RESOURCES

Department: COMM. PCT. #1

Information

CAPTION

Pct. #1: Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO#
Ricoh	97836273	$166.00	736524
Ricoh	97836276	$132.15	736633

BACKGROUND

These invoices are being approved as claims because the copier lease has expired.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Reference: PO# 736524

FISCAL YEAR: 2016 ACCT. #: 6-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Reference: PO# 736633

Attachments

Invoices

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	12/01/2016 04:11 PM
Budget & Management	Veronica Ortiz	12/01/2016 04:13 PM

Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Katia Garcia		Started On: 12/01/2016 02:39 PM
Final Approval Date: 12/02/2016		

PLEASE RETURN THIS REMITTANCE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 429301-1008606A16

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES
PLEASE DO NOT STAPLE OR FOLD THIS PORTION

4157 R

5F E JM

DUE DATE	12/01/2016
INVOICE DATE	11/11/2016
INVOICE NUMBER	97836273
AMOUNT DUE	$704.04
AMOUNT ENCLOSED	

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78599-3704

REMIT TO
RICOH USA, INC.
PO BOX 650016
DALLAS TX 75265-0016

01 00000000042930l5 000097836273l 00000000000704049

RICOH

Ricoh USA, Inc.

To avoid late charges, all payments must be received by the due date. Late charges will be added to your invoice consistent with the terms and conditions of your contract.

INVOICE NUMBER	97836273
INVOICE DATE	11/11/2016
DUE DATE	12/01/2016

ACCOUNT NUMBER 429301-1008606A16 5F E JM

For billing inquiries, please call Customer Service at the number printed below. Please refer to your account number on all inquiries.

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78596-3704

PLEASE CALL 1-800-595-1011 FOR ACCOUNT INQUIRIES

DESCRIPTION	CURRENT CHARGES	TOTALS
PREVIOUS BALANCE Send to Auditors off. 10-27-16		$538.04
MIN. IMAGES: 2,000 RENEWAL	166.00	166.00
EQUIPMENT DESCRIPTION ON SUMMARY REPORT		
CURRENT BILLING PERIOD: 11/01/2016 - 11/30/2016		
PURCHASE ORDER NBR : 736524		
YOUR ACCOUNT IS OVER 60 DAYS PAST DUE. PAYMENT IS DUE IMMEDIATELY.		
YOU CAN ALSO MANAGE YOUR ACCOUNT ONLINE AT: WWW.GETMYACCOUNTS.COM - GO GREEN AND OBTAIN YOUR INVOICE ELECTRONICALLY - MAKE PAYMENTS - VIEW ACCOUNT AND PAYMENT HISTORY		
FOR ACCOUNT INQUIRIES, PLEASE CONTACT ANGELA COLEY @ 1-800-656-1005 EXT. 2852 OR ANGELA.COLEY@LEASINGCONNECTION.COM		

INVOICE RECEIVED BY _____ ON 11-21-16
GOODS/SERVICES RECEIVED BY Nena Castillo ON 11-1-16 To 11-30-16

PCT # 1
SANITATION
6 -1100-432-00-121-001-0-430 - $54.00
11-22-16 / 736524 / SN18 -780 $112.00

CURRENT	30 DAYS	60 DAYS	90 DAYS		THANK YOU FOR YOUR PROMPT PAYMENT	AMOUNT DUE
166.00	364.79	166.00	7.25			$704.04

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS

1311101.2016110492504.01525

P

DATE: 11/11/2016 INVOICE NBR: 97836273

MULTI-ASSET BILLING SUPPORT PAGE: 1

CUSTOMER/CONT: 429301-1008606A16
CUSTOMER NAME: HIDALGO COUNTY OF
5F E JM

CONTRACT ID	DESCRIPTION		CURRENT CHARGE	TOTALS
1008606A16	PREVIOUS BALANCE			$538.04
	MIN. IMAGES: 2,000			
	RENEWAL		166.00	166.00
3278261	ATTN: SANITATION DEPT PCT 1	MPC2551		
	HWY 1015 N MILE 11	C14107477		
	WESLACO TX 78596			
	500 CLR IMAGES			
	* TOTAL			$704.04

PURCHASE ORDER NBR : 736524

PLEASE RETURN THIS REMITTANCE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 429301-1008606A17

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES
PLEASE DO NOT STAPLE OR FOLD THIS PORTION

5F E JM

R

DUE DATE	12/01/2016
INVOICE DATE	11/11/2016
INVOICE NUMBER	97836276
AMOUNT DUE	$567.27
AMOUNT ENCLOSED	

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78596-3704

REMIT TO
RICOH USA, INC.
PO BOX 650016
DALLAS TX 75265-0016

01 00000000042930l5 000097836276 000000000056727l

RICOH

Ricoh USA, Inc.

To avoid late charges, all payments must be received by the due date. Late charges will be added to your invoice consistent with the terms and conditions of your contract.

INVOICE NUMBER	97836276
INVOICE DATE	11/11/2016
DUE DATE	12/01/2016

ACCOUNT NUMBER 429301-1008606A17 5F E JM

For billing inquiries, please call Customer Service at the number printed below. Please refer to your account number on all inquiries.

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78596-3704

PLEASE CALL 1-800-595-1011 FOR ACCOUNT INQUIRIES

DESCRIPTION	CURRENT CHARGES	TOTALS
PREVIOUS BALANCE Sent To Auditors $170.82 DO 11-22-16		$435.12
MIN. IMAGES: 1,500 RENEWAL	132.15	132.15
EQUIPMENT DESCRIPTION ON SUMMARY REPORT		
CURRENT BILLING PERIOD: 11/01/2016 - 11/30/2016		
PURCHASE ORDER NBR : 736633		
YOUR ACCOUNT IS OVER 60 DAYS PAST DUE. PAYMENT IS DUE IMMEDIATELY.		
YOU CAN ALSO MANAGE YOUR ACCOUNT ONLINE AT: WWW.GETMYACCOUNTS.COM - GO GREEN AND OBTAIN YOUR INVOICE ELECTRONICALLY - MAKE PAYMENTS - VIEW ACCOUNT AND PAYMENT HISTORY		
FOR ACCOUNT INQUIRIES, PLEASE CONTACT ANGELA COLEY @ 1-800-656-1005 EXT. 2852 OR ANGELA.COLEY@LEASINGCONNECTION.COM		

PCT. #1
ADMINISTRATION
6 -1201-431-00-121-004-0- 780
736633/RP/11-22-16

430 - $18.15
780 - $114.00

INVOICE RECEIVED BY [illegible] ON 11-21-16
GOODS/SERVICES RECEIVED BY Rick PEREZ ON 11-1-16 TO 11-30-16

CURRENT	30 DAYS	60 DAYS	90 DAYS		AMOUNT DUE
132.15	170.82	132.15	132.15	THANK YOU FOR YOUR PROMPT PAYMENT	$567.27

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS

1311101.2016110492504.01525

DATE: 11/11/2016 INVOICE NBR: 97836276

MULTI-ASSET BILLING SUPPORT PAGE: 1

CUSTOMER/CONT: 429301-1008606A17

CUSTOMER NAME: HIDALGO COUNTY OF

5F E JM

CONTRACT ID	DESCRIPTION		CURRENT CHARGE	TOTALS
1008606A17	PREVIOUS BALANCE			$435.12
	MIN. IMAGES: 1,500			
	RENEWAL		132.15	132.15
3278296	ATTN: PRECINCT 1	MP2851SP		
	28312 FM 88	C14107590		
	EDCOUCH TX 78538			
	* TOTAL			$567.27

PURCHASE ORDER NBR : 736633

Purchase Order
COUNTY OF HIDALGO

PO# 736633

DATE: 01/14/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 211567 REQ: 00290286

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

GE CAPITAL INFORMATION TECHNOLOGY SOLUTI
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

CONTACT: MARCIE/DAVID (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: BUYBOARD 299-08

SPECIAL INSTRUCTIONS: AM16

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BUYBAORD 299-08 **DO NOT EMAIL TO BUYBOARD**		
12.00	MONTH	CO 48 MONTH COPIER (CAPITAL) LEASE FOR A RICOH AFICIO MP 2851 PRICING COMPONENTS INCLUDE: EQUIPMENT, DELIVERY, INSTALLATION, OPERATOR TRAING, MAINTENANCE, TONER, STAPLES AND SERVICE PREFORMED BY RICOH COSTOMER SERVICE TECHNICIANS (YOU WILL INCUR NO ADDITIONAL CHARGES FOR PARTS AND LABOR SERIAL # C14107590 JAN. THRU DEC. 2016 EQUIPMENT BREAKDOWN RICOH AFICIO MP 2851 $78.00/MO ARDR DF3030 (50 SHEET) $16.00/MO FAC 38 CABINET $ 3.00/MO DIGITAL QC 120/15 NETWORK SURGE PROTECTOR $3.00/MO FAX OPTION TYPE 3351 $14.00/MO EQUIPMENT TOTAL $114.00/MO.	114.00	1,368.00
12.00	MONTH	CO 48 MONTH COPIER (MAINTENANCE) SERVICE- (1,500 B&W IMAGES PER MONTH WITH OVERAGES @ 0.0095 (JAN THRU DEC. 2016)	18.15	217.80
1.00	LOT	CO OPEN P.O. ADDITIONAL IMAGES ON THE (ADMINISTRATION OFFICE AT - ACCOUNTING DEPT) COPIER (JAN. THRU DEC. 2016)	200.00	200.00
		TOTAL:		1,785.80

****
For Hidalgo County use only

6-1100-452-00-121-013-0-430	217.80
6-1100-452-00-121-013-0-610	200.00
6-1100-452-00-121-013-0-780	1,368.00

Authorized by: Martha L Salazar

AI-57485 **Purchasing Department** **20. D. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Acceptance of the listed invoices/claims from Superior Alarms with approval for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor for the following:

Vendor	Invoice No.	Amt.
Superior Alarms	529918	$85.00
Superior Alarms	542687	$7.50
Superior Alarms	570225	$185.00

BACKGROUND

Being placed on court due to services calls were rendered for false alarms at Penitas Landfill.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-432-00-123-001-0-430

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

BUDGETARY IMPACT:

Funds available as of 12/2/16.

Attachments

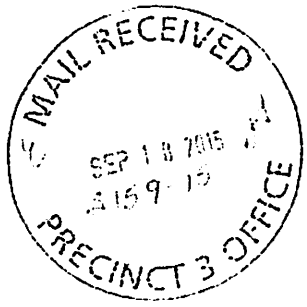
Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/30/2016 11:43 AM
Budget & Management	Veronica Ortiz	11/30/2016 01:24 PM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Norma Ceballos		Started On: 11/23/2016 04:00 PM
Final Approval Date: 12/02/2016		

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001



Invoice

Invoice Number	Date
529918	**9/17/2015**
Customer Number	Due Date
647590	**9/17/2015**

To: **Hidalgo Co. Precinct #3- Penitas Landfill**
724 N. Breyfogle
Mission, TX 78574

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$85.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo Co. Precinct #3- Penitas Landfil	647590		9/17/2015	9/17/2015

Quantity	Description		Amount
Hidalgo Co. Precinct #3- Penitas Landfill, 1/4 Mile W/ FM 1427 Military, Penitas,			
1.00	Minimum Service Call Charge		
		Subtotal:	**$85.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$85.00**

Date	Invoice #	Description	Amount	Balance Due
9/17/2015	529918	Service Call (128962)	$85.00	$85.00

Gave customer a walk through of the system.

JTF#529918

Superior Alarms
600 Ash Avenue
McAllen, TX 78501

Service Ticket

Ticket Number	Appointment	Technician
128962	9/16/2015 12:00:00 PM	Luis 09 Martinez
Problem Code	**System Account**	**System Type**
Operation Not Norma	647590	Burglar Alarm
Panel Type	**Panel Location**	**Monitored By**
DMP XT30 w/Cell		Superior Alarms
Service Level	**Warranty Level**	**Keys on File**
Com-Monitored	Expired: 3/10/2015	No
Secondary Account	**Panel Phone #**	**2nd Panel Phone #**

To: 647590
Hidalgo Co. Precinct #3- Penitas Landfill
1/4 Mile W. FM 1427 Military
Penitas, TX 78572
(956) 519-3756

ygarcia
on 9/15/2015 5:05:15 PM

Contact:
MR. MARTINEZ (956) 569-6885

Comments:
AS PER CUSTOMER HAVING ISSUES WITH SYSTEM KEEPS GOING OFF BY ITSELF/ NEEDS A TECH OUT THEIR ASAP

Appointment Information:

Technician	Date
Luis 09 Martinez	9/16/2015

Parts Used:

Part	Location	Quantity	Rate	Price
Service		1		

Service Performed:

Checked System & Everything work ins properly
Just explained to customer how to use System I
Set Signals OK
Done

Superior Alarms
600 Ash Avenue
McAllen, TX 78501

Superior Alarms
600 Ash Avenue
McAllen, TX 78501

Service Ticket

Ticket Number	Appointment	Technician
128962	/16/2015 12:00:00 PM	Luis 09 Martinez
Problem Code	**System Account**	**System Type**
Operation Not Norma	647590	Burglar Alarm
Panel Type	**Panel Location**	**Monitored By**
DMP XT30 w/Cell		Superior Alarms
Service Level	**Warranty Level**	**Keys on File**
Com-Monitored	Expired: 3/10/2015	No
Secondary Account	**Panel Phone #**	**2nd Panel Phone #**

To: 647590
Hidalgo Co. Precinct #3- Penitas Landfill
1/4 Mile W. FM 1427 Military
Penitas, TX 78572
(956) 519-3756

ygarcia
on 9/15/2015 5:05:15 PM

Service Charges:

Service Call	85.00
Labor	
Materials	
Other	
Subtotal	
Tax	
Total:	85.00

Amount Paid: $ ____ _____ Check #: _____

CC Type _____ CC # _____ Exp _____

Name on Card _____

X Edward Martinez
Customer Signature _____ Date _____

Superior Alarms
600 Ash Avenue
McAllen, TX 78501

X Eduardo Martinez

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

12-50-15

Invoice

Invoice Number	Date
542687	**12/21/2015**
Customer Number	**Due Date**
647590	**12/21/2015**

To: **Hidalgo Co. Precinct #3- Penitas Landfill**
724 N. Breyfogle
Mission, TX 78574

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$7.50***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo Co. Precinct #3- Penitas Landfil	647590		12/21/2015	12/21/2015

Quantity	Description	Rate	Amount
Hidalgo Co. Precinct #3- Penitas Landfill, 1/4 Mile W./ FM 1427 Military, Penitas,			
1.00	RECESSED DOOR CONTACT WHT	7.50	7.50
		Subtotal:	**$7.50**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$7.50**

replace a window contact on break room / as per cust removed keypad replaced with icon keypad. Tested and sent signals. System normal. No labor charge as per Adolfo.

Date	Invoice #	Description	Amount	Balance Due
12/21/2015	542687	Service Call (131788)	$7.50	$7.50

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

SEP 12 2016

Invoice

Invoice Number	Date
570225	**9/7/2016**
Customer Number	Due Date
647590	**9/7/2016**

To: **Hidalgo Co. Precinct #3- Penitas Landfill**
724 N. Breyfogle
Mission, TX 78574

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$185.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo Co. Precinct #3- Penitas Landfil	647590		9/7/2016	9/7/2016

Quantity	Description	Rate	Amount
Hidalgo Co. Precinct #3- Penitas Landfill, 1/4 Mile W./ FM 1427 Military, Penitas,			
1.00	Minimum Service Call Charge	85.00	85.00
1.00	XT30 PANEL ONLY	100.00	100.00
		Subtotal:	**$185.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$185.00**

Replaced inoperable board, programmed it and tested it. Tested and sent signals with C/S. Verified with C/S system working properly.

Date	Invoice #	Description	Amount	Balance Due
9/7/2016	570225	Service Call (139374)	$185.00	**$185.00**

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Zimbra **laurel.adair@co.hidalgo.tx.us**

Re: Vendor Issues | Superior Alarm | Re: INVOICES FROM SUPERIOR ALARMS for PRECINCT 3

From : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> Tue, Nov 22, 2016 04:23 PM
Subject : Re: Vendor Issues | Superior Alarm | Re: INVOICES FROM SUPERIOR ALARMS for PRECINCT 3 1 attachment
To : Laurel L. Adair <laurel.adair@co.hidalgo.tx.us>
Cc : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Laurie,

Please proceed to pay these three invoices as claims as there was no contract or purchase order in place to cover the service calls for the false alarms. I believe Superior Alarms has demonstrated a spirit of cooperation by crediting invoices 525629-$85.00 and 526149-75.00 (see attached).

You can have them draft a new agreement and submit that along with your requisition to Elena Gomez, Procurement Specialist Supervisor.

Thank You & Happy Thanksgiving!

Rudy Salinas
Procurement Manager
Phone: 292-7000 Ext: 4875

From: "Laurel L. Adair" <laurel.adair@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Tuesday, November 22, 2016 3:09:22 PM
Subject: Re: Vendor Issues | Superior Alarm | Re: INVOICES FROM SUPERIOR ALARMS for PRECINCT 3

Good Afternoon! Rudy ... should we just go ahead and place these three invoices in Commissioners' Court? Tks! --L

Laurel "Laurie" Adair
Office of Commissioner Joe M. Flores
Precinct No. 3, Hidalgo County, Texas
956.585.4509 x 3003
Wishing you a Blessed and Happy Day!
Dance like no one is watching!

From: "Laurel L. Adair" <laurel.adair@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Tuesday, November 22, 2016 9:34:09 AM
Subject: Re: Vendor Issues | Superior Alarm | Re: INVOICES FROM SUPERIOR ALARMS for PRECINCT 3

GM! Rudy ... Vendor has called this morning requesting status on these invoices:

The two from the previous arrangement:

Invoice#529918 Dated: 9/17/15 $85.00
Invoice#542687 Dated: 12/21/15 $7.50

and then the additional service call invoice we received in September:

Invoice#570225 Dated: 9/07/16 $185.00

Please let me know what needs to happen for these to be paid.

Additionally, vendor is asking if they need to draw up a new agreement on the monitoring services that reflects a Jan-Dec coverage ... if so, with whom do they need to speak? (Marta 213-1332)

Thanks so much, Rudy ... wishing you a wonderful day! --L

Laurel "Laurie" Adair
Office of Commissioner Joe M. Flores
Precinct No. 3, Hidalgo County, Texas
956.585.4509 x 3003
Wishing you a Blessed and Happy Day!
Dance like no one is watching!

From: "Laurel L. Adair" <laurel.adair@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Monday, October 24, 2016 8:21:06 AM
Subject: Re: Vendor Issues | Superior Alarm | Re: INVOICES FROM SUPERIOR ALARMS for PRECINCT 3

Good Morning! Rudy ... hope you had a great weekend! Following up for payment procedures on these invoices. Thanks much! Have a fantastic day! --L

Laurel "Laurie" Adair
Office of Commissioner Joe M. Flores
Precinct No. 3, Hidalgo County, Texas
956.585.4509 x 3003
Wishing you a Blessed and Happy Day!
Dance like no one is watching!

AI-57510 **Purchasing Department** **20. E. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $ 29,904.96) as submitted by project engineer, B2Z Engineering, LLC for Project:“Emergency Response Engineering Analysis" for Hidalgo County Precinct No. 4, in connection to "on call" agreement for “R/B, C.I.P. and Other Projects in General”, C-16-329-09-06.

BACKGROUND

WA2-B2Z Engineering-(Emergency Response Engineering Analysis) Pct 4

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-124-007-0-334

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

BUDGETARY IMPACT:

Reference: AI-57497 for intradepartmental transfer of $29,904.96

Attachments

WA 2 - B2Z Engineering- Pct 4 (Emergency Response Eng Analysis)

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	11/30/2016 02:52 PM
Budget & Management	Veronica Ortiz	11/30/2016 03:22 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Letty Saenz		Started On: 11/29/2016 02:24 PM
Final Approval Date: 12/02/2016		

B2Z ENGINEERING

November 17, 2016

Commissioner Joseph Palacios
Attn: Maria Lucio, Executive Assistant
Hidalgo County Precinct No. 4
2812 South Business Highway 281
Edinburg, Texas 78539

RE: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" (C-16-329-09-06)
Work Authorization No. 2 ~ Project Specific Emergency Response Engineering Analysis

Dear Ms. Lucio,

Attached for your review and approval is Work Authorization No. 2 to provide the Project Specific Emergency Response Engineering Analysis for Drainage, Caliche Improvements and Full Reconstruction under our On-Call Services for "Road and Bridge, C.I.P and Other Projects in General" Contract. This submittal is made to you in duplicate form for your further coordination with Commissioner Palacios.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-3773.

Sincerely,

Reza Badiozzamani, P.E., C.F.M.
President/Project Manager

Attachments: Work Authorization No. 2

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-329-09-06

WORK AUTHORIZATION NO. 2

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, **B2Z ENGINEERING LLC,** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to assist with the Project Specific Emergency Response Engineering Analysis.

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 **$29,904.96**. 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 Articles 5 and 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:
Account No. 6-1200-431-00-124-007-0334
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. 2.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Reza Badiozzamani, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

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

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: Emergency Response Engineering Analysis

ENGINEER shall mean B2Z Engineering

COUNTY shall mean Hidalgo County

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 – FEASIBILITY STUDIES & ANALYSIS

(Function Code 102)

Preliminary Design Values

The ENGINEER will work with the COUNTY to establish basic design concepts, project controls and general scope of Projects. The ENGINEER will ensure compliance as per federal rules and regulations.

Uncontrolled Mapping (w/Contours & GIS Info)

The ENGINEER will coordinate with the COUNTY for the below referenced needed mapping efforts (5 maps per project) for the Emergency Response Plan Of Action for the three categories of projects: Full Reconstruction, Caliche Improvements & Drainage Improvements

1. *Overall Project Exhibits highlighting impacted areas overlayed on Aerial Imagery and identifying:*
    a. *Estimated Cost of Project*
    b. *Number of Homes impacted (Drainage Projects)*
    c. *Total population impacted (Drainage Projects)*
    d. *Total property valuation (Drainage Projects)*
    e. *Length of Project (Full Reconstruction Projects)*
    f. *Location Map Inset*
    g. *Floodplain Inset*
    h. *Digital Elevation Map Inset*

2. *Drainage Area Map identifying project location on Aerial Imagery with respect to:*
    a. *Existing and/or proposed outfall locations*
    b. *Topographic Contours*
    c. *Drainage Patterns*
    d. *Ponding Areas*
    e. *Proposed Drainage Improvements*

3. *Project Location Map identifying:*
    a. *Existing Street/Highway Network*
    b. *City Limits*
    c. *Hidalgo County Limits*

4. *Floodplain & Outfall Map identifying project location on Aerial Imagery with respect to:*
    a. *FEMA 100 year floodplain*
    b. *FEMA 500 year floodplain*
    c. *HCDD #1 Outfall Network*
    d. *Existing Street/Highway Network*

5. *Digital Elevation Map identifying project location on Aerial Imagery with respect to:*
    a. *Color Coded Existing Terrain Elevations*
    b. *5 foot Contours*
    c. *Existing Street/Highway Network*

Preliminary ROW Requirements

The ENGINEER will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.

Meetings and Coordination with Hidalgo County Pct. #4

The ENGINEER shall provide coordination services and shall assist in meetings with affected land owners and COUNTY representatives. The ENGINEER shall coordinate with the COUNTY's staff on all Project related items.

EXHIBIT "C"
PROJECT SCHEDULE
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

WA #2 - EMERGENCY RESPONSE ENGINEERING ANALYSIS

	2016											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**
PROJECT SPECIFIC EMERGENCY RESPONSE ENGINEERING ANALYSIS												
Drainage (Alamo Brisas, Brenda Estates, Owassa Acres, Rincon Del Valle #3, Rincon Del Valle #4, Tejano Estates)												
Caliche Improvements (Brushline Rd, Cactus Rd, Curve Rd, Mile 20, Mile 22 1/2, Moises Flores Rd)												
Full Reconstruction (Bandera St, Corin St, Fresno Dr, Grove St, Penelope Dr, 83rd St.)												

B2Z Engineering

EXHIBIT D
WA #2 ~ FEE PROPOSAL

EMERGENCY RESPONSE ENGINEERING ANALYSIS ~ MAPPING EFFORT

Precinct #4

Hidalgo County Precinct #4 *Emergency Response Engineering Analysis ~ Project Information Support Packages*			MANHOURS Senior Project Manager	Senior Engineer	GIS Technician	Total
TASKS						
Drainage (Alamo Brisas, Brenda Estates, Owassa Acres, Rincon Del Valle #3, Rincon Del Valle #4, Tejano Estates)						
	1	Hydrologic Map(s) (including digitizing existing drainage plan sheets)	4	6	20	30
	2	Overall Drainage Area Map(s)		2	6	8
	3	Location Map(s)		2	4	6
	4	Floodplain & Outfall Map(s)		2	6	8
	5	Digital Elevation Model Map(s)		2	10	12
(Note: Tasks 1-5 include the hours needed for all 6 drainage projects)						
Caliche Improvements (Brushline Rd, Cactus Rd, Curve Rd, Mile 20, Mile 22 1/2, Moises Flores Rd)						
	6	Hydrologic Map(s)	4	4	16	24
	7	Overall Drainage Area Map(s)		2	6	8
	8	Location Map(s)		2	4	6
	9	Floodplain & Outfall Map(s)		2	6	8
	10	Digital Elevation Model Map(s)		2	10	12
(Note: Tasks 6-10 include the hours needed for all 6 caliche improvement projects)						
Full Reconstruction (Bandera St, Corin St, Fresno Dr, Grove St, Penelope Dr, 83rd St.)						
	11	Hydrologic Map(s)	4	4	16	24
	12	Overall Drainage Area Map(s)		2	6	8
	13	Location Map(s)		2	4	6
	14	Floodplain & Outfall Map(s)		2	6	8
	15	Digital Elevation Model Map(s)		2	10	12
(Note: Tasks 11-15 include the hours needed for all 6 full reconstruction projects)						
Misc. Mapping (Hidalgo County Population Distribution)						
	16	Census Mapping (various options)	6	12	24	42
		Subtotal	**18**	**50**	**154**	**222**
Labor Hours			**18**	**50**	**154**	**222**
Hourly Base Rates			$ 80.00	$ 72.00	$ 32.00	
Contract Rate FY2016			$ 237.60	$ 213.84	$ 95.04	
Total Labor Costs			**$ 4,276.80**	**$ 10,692.00**	**$ 14,636.16**	**$ 29,604.96**

Direct Expenses Printing 11"x17" (estimated 200 sheets @ $1.50 each) $ 300.00

Total Direct Expenses ***$ 300.00***

B2Z Engineering Total Cost **$ 29,904.96**

AI-57516 **Purchasing Department** **20. E. 2.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted By: Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of payment of claim submitted by Gomez Paving, LLC. in the amount of $2,700.00. Project: Sunflower Park CRC. (Parking Lot).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-419-40-124-123-0-740

FUNDS AVAILABLE Y/N?: y/pending MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available funds 170.50

Other funds will be transferred from approval of AI 57520 for $2,579.50

Attachments

Gomez Paving-Claim

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/29/2016 03:52 PM
Linda Flores	Linda Flores	11/30/2016 08:56 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Nick Perez		Started On: 11/29/2016 03:34 PM
Final Approval Date: 12/02/2016		



3421 N. Trosper Rd.
Mission, Tx. 78573

Cell: (956) 655-4669
Fax: (956) 519-7644
Mgomez@southtexaspaving.com

Gomez Paving, LLC

Invoice

Bill To: Hidalgo County Precint 4 - Sunflower Park
Bid No. 2016-115-03-30-MSS
San Carlos, Tx

Invoice No: 5397
Date: June 23, 2016
Terms: NET 7
Due Date: June 30, 2016

Description	Quantity	Rate	Amount
Sidewalk near the road that County trucks damaged. Drove over 4" thick 10' section of sidewalk with a lowboy trailer loaded with machine. This section was removed and replaced with 6" thick concrete to prevent future damage. labor - $300 demo/haulout - $350	1	$650.00	$650.00*
Existing sidewalk near building was placed at to high of an elevation by others to meet ADA standards wher it ties in to current job sidewalk. We removed 20' x 10' and replaced it at the correct slope to comply with standards. labor - $650 Demo/haulout - $550	1	$1,150.00	$1,150.00*
A Storm drain and 2 spillways were made to allow better water flow and prevent future erosion at points where water drains from parking area. Material paid by county. Labor - $350	1	$350.00	$350.00*
Concrete curb was broken by other subcontractors because fire hydrant was wrongly positioned by other contractors prior current job. Curb was 5' outside of their work area, but damaged by their backhoe outrigger while digging. 25' of curb was removed and replaced. Labor $300 Haulout/demo - $300	1	$600.00	$600.00*

* Indicates non-taxable item

Subtotal	$2,750.00
TAX (8.00%)	$0.00
Total	$2,750.00
Paid	$0.00

Balance Due **$2,750.00**

AI-57588 **Purchasing Department** **20. F. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements under TXLGC, 262.024(a)(7) 'an item that can only be obtained from one source';

B. Approval of a "Sole Source Declaration" with authority to enter into an agreement [reviewed and approved as to form by HC-DA/Civil Section] with Tyler Technologies, Inc. for the Integration Toolkit-Case Manager Libraries [in connection with Odyssey] in the amount of $69,280.00 through submission of requisition for processing of a Purchase Order including the executing applicable documents and compliance with Form 1295 when, and if applicable.

BACKGROUND

Statutory "order" by HCCC granting exemption will be evidenced by minutes of the Court proceedings by County Clerk's Office.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1242-412-00-060-001-0-336

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

BUDGETARY IMPACT:

Attachments

Tyler T

Tyler Tech

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2016 01:47 PM
Budget & Management	Veronica Ortiz	12/02/2016 02:08 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Rocio Villarreal		Started On: 12/02/2016 09:44 AM
Final Approval Date: 12/02/2016		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: Tyler Agreement-Integration Toolkit-Case Manager Libraries

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Nov 01, 2016 11:56 AM

Subject : Re: Tyler Agreement-Integration Toolkit-Case Manager Libraries

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>

I have reviewed the attached services agreement with Tyler and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: Integration Toolkit Sole Source Letter

From : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us> Wed, Nov 30, 2016 03:34 PM

Subject : Re: Integration Toolkit Sole Source Letter

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Marty,

As per our conversation, please let this email serve as my clarification to the sole source letter provided by the vendor.

The product we are purchasing is a Tyler Technologies developed software tool that will allow data that is generated in other computer systems to be imported into Odyssey. Basically, it opens up Odyssey to allow this data.

Since only Tyler Technologies would have the understanding and licensing rights to write into their software, I am comfortable with their sole source letter.

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

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
office: 956-289-7444

From: "Stephen Stehling" <Stephen.Stehling@tylertech.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Thursday, November 17, 2016 4:19:14 PM
Subject: Integration Toolkit Sole Source Letter

Rocio,

tyler technologies

5101 Tennyson Parkway
Plano, Texas 75024

P: 972.713.3770
F: 972.713.3777

www.tylertech.com

November 17, 2016

Mr. Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Odyssey Software – Case Manager Integration Toolkit

Dear Mr. Villarreal:

Please allow this letter to confirm that the Odyssey Case Manager Integration Toolkit is a product of Tyler Technologies, which we develop and license to our customers. Tyler is the sole source for the development, purchase, implementation and maintenance of this software.

Tyler appreciates the trust that the County has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership. Please do not hesitate to contact me with any questions regarding the foregoing.

Sincerely,

Jeff Puckett
President, Courts & Justice Division



Agreement

This Software License and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hidalgo County, TX (the "Purchaser").

Background

Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Purchaser agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Purchaser shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.	**PURCHASER**
Signature: _____	Signature: _____
Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 5101 Tennyson Parkway	Address: _____
Plano, Texas 75024	_____

(Schedule 1)

Investment Summary

SOFTWARE PRODUCTS	LICENSE FEE	ANNUAL M&S INCREASE
Integration Toolkit – Case Manager Libraries * *Case Manager Toolkit shall be limited to credit card integration	$50,000	$10,500
LICENSE FEE PAYMENT TERMS 100% upon contract execution	TOTAL LICENSE FEE $50,000	ANNUAL M&S INCREASE $10,500
		MAINT. EFFECTIVE DATE Upon Contract Execution

PROFESSIONAL SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Project Management	4	170.00	$680
Integration Consulting	120	155.00	$18,600
		TOTAL T&M SERVICES	$19,280

TOTAL LIC & SERVICES
$69,280

(Exhibit A)

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and Purchaser.

WHEREAS, Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Purchaser agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean Purchaser and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and Purchaser.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that Purchaser has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Purchaser has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Purchaser's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Purchaser in breach hereof; (b) becomes available to Purchaser on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Purchaser prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Purchaser independently of any disclosures made by Tyler.

2. TITLE AND LICENSE

2.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Purchaser a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Purchaser's internal administration, operation, and/or conduct of Purchaser's business operations by an unlimited number of users employed by Purchaser on an unlimited number of computers and/or computer stations utilized by Purchaser. Upon Purchaser's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

2.2. Restrictions. Unless otherwise expressly set forth in this Agreement, Purchaser shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Purchaser employs contractors, subcontractors, or other third parties to assist in the Project, Purchaser shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.3. Copies. Purchaser may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Purchaser shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to Purchaser any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. Purchaser shall be responsible for procuring and paying for all Third Person Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Purchaser any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 9.

(c) All Purchaser data shall remain the property of Purchaser. Tyler shall not use Purchaser data other than in connection with providing the services pursuant to this Agreement.

2.6. Purchaser Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by Purchaser Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

3. FEES AND INVOICING

3.1. License Fee. Purchaser shall pay to Tyler the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	100%

Tyler shall invoice Purchaser upon each Payment Event, which shall be paid in accordance with Section 3.4.

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Purchaser in accordance with Section 3.4.

3.3. Expenses. Purchaser shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.

3.4. Invoice and Payment. Tyler shall invoice Purchaser for services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Purchaser, including travel time by Tyler's personnel from Tyler's place of business to and from Purchaser's place of business, and for which Purchaser shall pay on a T&M basis. Additional services requested by Purchaser which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2. Office Space. Purchaser shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

4.3. Third Person Hardware and Third Person Software. Purchaser shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Purchaser acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Purchaser personnel. Purchaser shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section18.15) or to the failure by Purchaser personnel to provide such cooperation and assistance (either through action or omission).

5. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

5.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to Purchaser's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

5.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at Purchaser's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the Purchaser's Project Manager in writing after successful completion thereof.

6. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Purchaser that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

6.2. Optional Purchaser Validation. Purchaser may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute Purchaser's validation.

6.3. Results Final; Correction. Tyler's verification or Purchaser's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, Purchaser's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If Purchaser has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

6.4. Operational Use. Notwithstanding anything to the contrary herein, Purchaser's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or Purchaser's validation of the software products, without exception and for all purposes.

6.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, Purchaser shall be deemed to have "Final Acceptance" of the Licensed Software and the Licensed Software shall be subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Purchaser in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Purchaser personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at Purchaser's principal place of business or other site selected by Purchaser. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Purchaser's employees or agents in a manner to provide basic end user training. Purchaser shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE SERVICES

8.1. Maintenance and Support Agreement. Upon the Effective Date, Tyler shall provide Purchaser with maintenance and support services for the Licensed Software, and Purchaser shall pay the Maintenance and Support Fees.

8.2. Responsibilities of Purchaser. In addition to the other responsibilities set forth herein, Purchaser shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of Purchaser's computer system, a secure VPN connection for use by Tyler.

9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1. Protection of Tyler Confidential and Proprietary Information. Purchaser shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Purchaser shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Purchaser shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2. Judicial Proceedings. If Purchaser is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Purchaser shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Purchaser nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Purchaser may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Purchaser uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

10. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At Purchaser's request, Tyler will add Purchaser as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. Purchaser will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES

11.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

11.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

11.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Purchaser.

11.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

11.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

11.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

11.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Purchaser, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

11.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any Purchaser property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 11 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY PURCHASER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS

OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION 13.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 13.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

13. INDEMNIFICATION

13.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Purchaser against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of Purchaser, its agents, contractors, subcontractors, or employees.

13.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Purchaser that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Purchaser's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Purchaser, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Purchaser harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Purchaser against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Purchaser shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Purchaser, or any third party pursuant to Purchaser's directions, or upon the unauthorized use of the Licensed Software by Purchaser.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Purchaser to use the Licensed Software as intended.

14. TAXES

14.1. Tax Exempt Status. Purchaser is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

14.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

15. INSURANCE

Tyler shall provide, upon the written request of Purchaser (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Purchaser from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. Purchaser shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

16. TERM, SUSPENSION, AND TERMINATION

16.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated as provided herein.

16.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 16.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 16.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 17 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 16.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

16.3. Survival. The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 10; 12; 13; 14; 16; 17; and 18.

17. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Purchaser and Tyler's Vice President of Courts and Justice Systems Division assigned to Purchaser's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Purchaser's chief executive officer or other individual reasonably designated by Purchaser and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 17 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and

escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 9.

18. MISCELLANEOUS

18.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

18.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of Purchaser's Project Manager, which consent shall not be unreasonably withheld. The approval by Purchaser of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

18.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

18.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

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

18.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

18.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

18.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

18.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

18.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

18.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

18.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Purchaser may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Purchaser shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Purchaser as a part of this Agreement. Tyler shall make such books and records available to Purchaser during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Purchaser's sole expense.

18.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

18.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

18.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

18.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 2.2 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

18.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

[Remainder of this page intentionally left blank]

(Exhibit B)

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and Purchaser.

WHEREAS, Tyler and Purchaser have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, Purchaser has acquired a license to Tyler's Licensed Software.

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Purchaser can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to Purchaser, Purchaser may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that Purchaser documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Purchaser's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of Purchaser's constitutional or operational responsibilities beyond those that exist as of the Effective Date

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchasers remote location; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by Purchaser of the Licensed Software consistent with the license granted to Purchaser.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

1.18. Enterprise Custom Reporting means ability to create custom reports using Microsoft SQL Reporting Services and publish the reports to Odyssey. These published reports can be added to a menu so that users may run them or schedule them like any other Odyssey report

1.19. Learning Management System means the ability to connect to a remote system and receive electronic recorded trainings regarding Odyssey software application.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. Purchaser must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Purchaser shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Purchaser shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, Purchaser-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which Purchaser requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other Purchaser Responsibilities. Purchaser shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the Purchaser is unable to establish and maintain an internal help desk, Purchaser may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to Purchaser's servers and data via Tyler provided VPN connection or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software

that is attributable to Purchaser's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist Purchaser in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the Purchaser with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to Purchaser IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the Purchaser IT staff for server maintenance and configuration for the licensed software environment.

3.10. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to Purchaser and either the immediately preceding Version Release or all Version Releases released to Purchaser within the prior one (1) year, whichever is greater.

3.11. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in Purchaser's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Purchaser at Purchaser's contractual billing rates or at Tyler's then current hourly rates, if not contractual billing rates are in effect. Notwithstanding the foregoing, Purchaser shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide Purchaser with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to Purchaser. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Purchaser's state with Legislative Change Support.

3.12. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, Purchaser may immediately escalate the issue to Purchaser's Project Manager or Designee and Tyler's Director of Client Services. Tyler and Purchaser will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Purchaser's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, Purchaser may further escalate the issue to Purchaser's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.13. Enterprise Custom Reporting. License and Maintenance of Tyler's Odyssey Enterprise Custom Reporting will be included herein.

3.14. Learning Management System. Ability for end users to connect to remotely hosted system for the purpose of continued training and new hire on

ramps. Tyler will do commercially reasonable efforts to keep videos at current release level and within all areas of the application.

4. ADDITIONAL SUPPORT SERVICES

Purchaser may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Purchaser a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Purchaser and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify Purchaser of the occurrence of a new Version Release and shall provide Purchaser with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by Purchaser in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to Purchaser at no additional cost. Purchaser shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide Purchaser with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for Purchaser to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. Purchaser is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. Purchaser is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at Purchaser's expense. At the request of Purchaser, Tyler shall participate with Purchaser in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. Purchaser shall pay Tyler the annual maintenance and support fees as set forth on Schedule 1 (the "Maintenance and Support Fees"). Maintenance and Support Fees are due annually in advance beginning on the Effective Date; provided, however, Tyler shall waive Maintenance and Support fees for six months commencing on the Effective Date. Upon the first and second anniversaries of the Effective Date, the Annual Maintenance and Support Fee shall be increased by no less than 0% and no more than 5% annually.

7.2. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.3. Maintenance on Purchaser-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of Purchaser-Specific Customer Enhancements requested by Purchaser and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. Purchaser will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting Purchaser's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.4. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section8.2.

8.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. Purchaser may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by Purchaser during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by Purchaser for Cause. Purchaser may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, Purchaser shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which Purchaser is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and Purchaser shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then Purchaser may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by Purchaser under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement

negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-123198

Date Filed:
10/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tyler Technologies, Inc.
Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
unavailable
Odyssey Case Manager Integration Toolkit

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Pope, Daniel	Plano, TX United States	X	
Leinweber, Larry	Plano, TX United States	X	
Miller, Brian	Plano, TX United States	X	
Moore, H. Lynn	Plano, TX United States	X	
Carter, Glenn	Plano, TX United States	X	
Cline, Brenda	Plano, TX United States	X	
Womble, Dustin	Lubbock, TX United States	X	
King, J. Luther	Plano, TX United States	X	
Brattain, Donald	Plano, TX United States	X	
Marr, John	Yarmouth, ME United States	X	
Yeaman, John	Plano, TX United States	X	

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unavailable
Odyssey Case Manager Integration Toolkit

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SHERRY CLARK
Notary Public, State of Texas
Comm. Expires 09-29-2020
Notary ID 130842141

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Craig Seekamp, this the 12TH day of October, 20 16, to certify which, witness my hand and seal of office.

Sherry Clark — Signature of officer administering oath
Sherry Clark — Printed name of officer administering oath
Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Certificate Number:
2016-123198

Date Filed:
10/12/2016

Date Acknowledged:
12/02/2016

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Hidalgo County

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unavailable
Odyssey Case Manager Integration Toolkit

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		Controlling	Intermediary
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Leinweber, Larry	Plano, TX United States	X	
Miller, Brian	Plano, TX United States	X	
Moore, H. Lynn	Plano, TX United States	X	
Carter, Glenn	Plano, TX United States	X	
Cline, Brenda	Plano, TX United States	X	
Womble, Dustin	Lubbock, TX United States	X	
King, J. Luther	Plano, TX United States	X	
Brattain, Donald	Plano, TX United States	X	
Marr, John	Yarmouth, ME United States	X	
Yeaman, John	Plano, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

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Hidalgo County

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unavailable
Odyssey Case Manager Integration Toolkit

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: December 6, 2016

RE: "Sole Source Declaration"-Tyler Technologies, Inc.

Hidalgo County through IT Department currently runs Tyler Technology's Odyssey-Criminal Justice Management Information System.

Tyler Technologies has developed Case Manager Integration Toolkit, a software tool which allows data generated in other computer systems to be imported into Odyssey. It is a product proprietary to Tyler Technologies and thus is the only source for purchase, implementation and maintenance of the software.

It is necessary for Hidalgo County to purchase the software to include, but not limited to, maintenance and support from Tyler Technologies.

This sole source declaration as described and detailed herein will remain in effect while Hidalgo County runs Odyssey-Criminal Justice Management Information System unless otherwise revoked by Commissioners Court.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-57457 **Purchasing Department** **20. G. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with Lewis & Ellis, Inc. for "Actuarial Consulting Services for GASB 43 and/or 45 OPEB Valuation Analysis and Part II Health Benefits Reserve Analysis" for Hidalgo County including the "Best and Final Offer".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-2201-415-00-115-009-0-310

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

BUDGETARY IMPACT:

Attachments

Legals-Review-Okay.pdf

Form 1295-Lewis-Ellis

C-16-215-12-06-Lewis&Ellis

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/29/2016 05:39 PM
Budget & Management	Veronica Ortiz	11/30/2016 08:08 AM
Budget & Management	Veronica Ortiz	11/30/2016 08:08 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Yolanda Velasquez Started On: 11/18/2016 02:21 PM

Final Approval Date: 12/02/2016

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: C-16-215-12-06-Actuarial Consulting Services For Part I-gasb 43 And/or 45 Opeb Valuation Analysis

From : Steve Crain <scrain@atlashall.com> Mon, Nov 28, 2016 02:03 PM

Subject : RE: C-16-215-12-06-Actuarial Consulting Services For Part I-gasb 43 And/or 45 Opeb Valuation Analysis

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

That works. ✔

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, November 28, 2016 1:42 PM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: C-16-215-12-06-Actuarial Consulting Services For Part I-gasb 43 And/or 45 Opeb Valuation Analysis
Importance: High

Corrected. Please review as to form.

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Mon, 28 Nov 2016 13:29:54 -0600 (CST)
Subject: RE: C-16-215-12-06-Actuarial Consulting Services For Part I-gasb 43 And/or 45 Opeb Valuation Analysis

In numbered paragraph 1 "Service" should be "Services".

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, November 28, 2016 11:33 AM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: C-16-215-12-06-Actuarial Consulting Services For Part

I-gasb 43 And/or 45 Opeb Valuation Analysis
Importance: High

Good Monday Morning Mr Crain,

Have corrected the contract and attached the current insurance. Please review as to form.

Thanks and have a Blessed Day!!! :)

Yoli
Tel: 956-318-2626 ext 4881

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Sat, 26 Nov 2016 12:40:28 -0600 (CST)
Subject: RE: C-16-215-12-06-Actuarial Consulting Services For Part I-gasb 43 And/or 45 Opeb Valuation Analysis

On page 1 the name is not a legal name. I believe it has an “Inc” at the end of the name. The insurance has expired

From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, November 23, 2016 10:48 AM
To: Steve Crain <scrain@atlashall.com>
Subject: C-16-215-12-06-Actuarial Consulting Services For Part I-gasb 43 And/or 45 Opeb Valuation Analysis
Importance: High

Good morning Mr. Crain,

Please review contract as to form. I have an AI for December 06th.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-140431

Date Filed:
11/28/2016

Date Acknowledged:
11/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lewis & Ellis, Inc.
Allen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-215-12-06
Actuarial Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-215-12-06
Actuarial Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MELISSA A. DIXON
NOTARY PUBLIC
STATE OF TEXAS
ID# 129572419
EXPIRES 3-1-2018

AFFIX NOTARY'S SEAL ABOVE

Bonnie Albritton
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Bonnie Albritton, this the 29th day of November, 20 16, to certify which, witness my hand and seal of office.

Melissa A. Dixon — Signature of officer administering oath
Melissa A. Dixon — Printed name of officer administering oath
Office Manager — Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-215-12-06

THIS CONTRACT is made and entered into this **06TH** day of **December, 2016** by and between the **County of Hidalgo**, Texas ("County"), and **LEWIS & ELLIS, INC.** (hereinafter the "Company").

WHEREAS, Company responded to notices of Request for Proposals (RFP) for **"Actuarial Consulting Servies for Part I –GASB 43 and/or OPEB Valuation Analyses and Part II-Health Benefits Reserve Analysis"(**the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A", "A-1" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications/Requirements within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 01 , 2017** and ending on **December 31 , 2019** and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms under the same rates terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen day in the procurement process, unless this contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County

has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

If to Company **LEWIS & ELLIS, INC.**
Attn. Bonnie Albritton
700 Central Expressway South, Ste 550
Allen, TX 75013

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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 the parties hereto, and not otherwise.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

20. Immunities**:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this____ day of_____, 2016.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr. County Clerk

COMPANY: LEWIS & ELLIS, INC

By: _____
Bonnie Albritton, Vice President

Approved by Commissioners Court on:_____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By:_____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR PROPOSALS (RFP)

PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

DATE: _____

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Proposals –**Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis; PART II- Health Benefits Reserve Analysis**
RFP NO: 2016-215-09-28-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

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/xxx

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis; PART II- Health Benefits Reserve Analysis
RFP NO: 2016-215-09-28-YZV

ITEM	DESCRIPTION	NO. OF PAGES
1.	**Request for Proposal Letter**	**1**
2.	**Request for Proposal , Legal Notice**	**8**
3.	**Exhibit A & A-1, Requirements**	**12**
4.	**Exhibit B, Evaluation Form**	**1**
5.	**Exhibit C, Insurance Requirements,**	**4**
6.	**Exhibit D,CIQ Conflict of Interest Questionnaire**	**2**
7.	**Exhibit E, Proposer's Affidavit**	**1**
8.	**Vendor/Bidder Application and W-9 form**	**6**
9.	**Certification Regarding Debarment**	**1**
10.	**Draft Service Contract**	**9**
11.	**Check List**	**1**

The above mentioned items shall be found in the Request for Proposal (RFP) 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

04/12/2016
Date

RFP NO: 2016-215-09-28-YZV	BUYER III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

"ACTUARIAL CONSULTING SERVICES FOR Part I-GASB 43 and/or 45 OPEB Valuation Analysis; Part II-Health Benefits Reserve Analysis"

September 28, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1) Sealed proposals will be received for **"Hidalgo County– Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis; PART II- Health Benefits Reserve Analysis",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2) **One (1) original and seven (7) copie**s of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2016-215-09-28-YZV -Hidalgo County Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis; PART II- Health Benefits Reserve Analysis -"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 28, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2016-215-09-28-YZV- Hidalgo County- Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis; PART II- Health Benefits Reserve Analysis"

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10) County reserves the right to accept or reject any or all proposals.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) <u>DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16) <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)

d) Notation-"**Hidalgo County- Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis; PART II- Health Benefits Reserve Analysis**"

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
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M.	**September 28, 2016**
Award of Contract:	**December, 2016**
Commence Service or Products:	January 01, 2017

18) ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST:

- Effective **January 1, 2016**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Complete Form CIQ must be sumitted to the Hidalgo County Clerk's Office located at 100 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2016-215), as shown on the packet. Once completed and filed with**

the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' 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.

26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

29) Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY

Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis; PART II- Health Benefits Reserve Analysis

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County
Actuarial Consulting Services
for
Part I- GASB 43 and/or 45 OPEB Valuation Analysis;
Part II- Health Benefits Reserve Analysis
RFP: 2016-215-09-28-YZV

OVERVIEW:
Hidalgo County is requesting sealed proposals from interested and qualified firms for **Actuarial Consulting Services-Part I: GASB 43 and/or 45 OPEB Valuation Analysis** for Hidalgo County's Post-Employment Benefits Package (OPEB) for ***Health Benefits*** for "Retired Employees" And **Part II: Health Benefits Reserve Analysis** for and Funding Projection Study as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, September 28, 2016. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I
GENERAL TERMS AND CONDITIONS

Deliver Submittal to:
RFP No: 2016-215-09-28-YZV

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN, Monday, September 19, 2016 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, Wednesday, September 21, 2016 by 5:00 P.M. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E")** certifying 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 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.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

SIGNING OF PROPOSAL:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The contract will commence on January 1, 2017 for a period of two (2) years with the county's option to extend/ renew additional two (2) one (1) year terms, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

All costs and expenses associated with the preparation and submission for (bid, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed on onto Hidalgo County.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. **(If applicable)**

PARTICIPANTS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated after the ranking by Commissioners' Court of the most qualified firm. Hidalgo County is hereby requesting the proposal fees on a multi-year per section basis (including renewal option at the County's sole discretion.

SECTION II

RFP's REQUIREMENTS

REQUEST FOR PROPOSALS
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of one (1) original and seven (7) copies of response shall be submitted.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the 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 firm(s), registered and licensed if applicable for the services being requested in the RFP and/or do business in the State of Texas, that has experience in, but not limited to, as stated and reflected in the ***"Scope of Services and Requirements".***

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.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. 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 5 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROJECT OVERVIEW:

The County of Hidalgo is seeking this request for proposal from interested and qualified firms to assist in implementing Consulting Services for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** for Hidalgo County's Other Post-Employment Benefits Package (OPEB) for ***Health Benefits*** for "Retired Employees". There are approximately **799** retired employees; only about **41** retired employees, of which are utilizing the County's health benefits with a blended premium rate payment plan and **Part II: To include services for the Health Benefits Reserve Analysis** for Funding Projection Study.

The County of Hidalgo is seeking this request for proposal from interested and qualified firm(s) to assist in

implementing Consulting Services for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** and **Part II: Health Benefits Reserve Analysis,** any information required for the actuarial services will be provided on **"An As Needed Basis"**. The qualified firm(s) is one that can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with a firm(s) that understands the importance of the tasks, the impact, and the necessary deadline for such implementation as required by the "Government Accounting Standards Board". The successful firm(s) will demonstrate the ability to consistently provide these services to the County of Hidalgo and will be evaluated, in part, by the degree to which the firm(s) shows how it will achieve these benefits.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals from experienced firm(s) to provide ongoing Consulting Services for the Actuarial Studies/Services regarding for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** and **Part II: Health Benefits Reserve Analysis. (Refer to Exhibit "A-1"- ADDITIONAL SPECIFICATIONS /REQUIREMENTS)**

Section III

SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

An Evaluation Committee selected/designated by Hidalgo County Commissioner's Court, Elected Official and/or User Department will review, score and evaluate the Request for Proposals (RFP's) received. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking for recommendation. Thereafter the Hidalgo County Commissioner's Court will rank and/or award the proposal.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

RATING AND EVALUATION PROPOSALS
Proposals will be evaluated and rated for merit, innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1.	Firm's Qualifications and Staffing of Project Team	10 Points
2.	Understanding Of Project/Similar Projects	40 Points
3.	Experience Of Project Team/Ability To Commit Resources	40 Points
4.	Cost Fees	10 points
	Total	100 points

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:
Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

EXHIBIT "A-1"
ADDITIONAL SPECIFICATIONS/REQUIREMENTS
Hidalgo County
Actuarial Consulting Services for
Part I: GASB 43 and/or 45 OPEB Valuation Analysis;
Part II: Health Benefits Reserve Analysis
RFP No.: 2016-215-09-28-YZV

PART I: GASB 43 AND/OR 45 OPEB VALUATION ANALYSIS

SCOPE OF SERVICES:

- Desired study completion date of: **02-28-2018 .**
- Valuation Analysis will be for year ending: **12-31-2017 .**
- Prepare an actuarial evaluation following GASB 43 and GASB 45 standards.
- The following must be included in the study as follows:
  - The actuarial present value of total projected benefits;
  - Actuarial accrued liability;
  - Actuarial value of assets;
  - The unfunded actuarial accrued liability;
  - Normal Cost;
  - Annual required contribution of the employer-as a level dollar amount and as a level percentage of covered payroll;
  - Net OPEB obligation (for employer disclosure under GASB statement 45 if necessary);
  - Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements;
  - Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this;
  - Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability;
  - Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the

trust should also be considered;

- Prepare a cash flow analysis (the "pay-as-you-go-cost"); **(optional)**
    - A projection of expected income and disbursements for the remainder of 2017 and 2018, based on the current benefits;
    - Recommended aggregate funding levels for 2018;
    - Provide a written report detailing the analysis and recommendations;
    - Recommended premiums by tier per plan. Additional tiers could be added to report as needed throughout term of contract.

- Prepare sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions); **(optional)**

- If there is not a trust established, determine the difference in liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio;**(optional)**

- As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design**; (optional)**

- As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans; **(optional)**

- Analyze the ***data*** to ***assess*** any inconsistencies and make recommendations for enhancing ***data*** quality;

- Firm will be required to make a formal presentation of the "Actuarial Study" to Hidalgo County Commissioners Court;

COUNTY PROVIDED DATA:

- Summary of plan provisions
- Active employee/retiree information
- Retiree contribution schedule
- Employer contribution schedule
- Claims information
- Groups not covered by Medicare – if any
- Additional information as available or requested

PART II: HEALTH BENEFITS RESERVE ANALYSIS

Scope Of Services:

- Desired study completion date of: **02-28-2017** .
- Estimate the reserve analysis as of **12-31-2016** .
- Review Hidalgo County's (County) self funded medical plan to determine reserve balances.
  - Based on claims analysis, determine the Hidalgo Count's (County) estimated range of reserve liability for the medical benefit plan.
  - Estimate the unpaid claim liability of Hidalgo County's (County) self funded medical plan for health claims that have been incurred but not paid as of **December 31, 2016**.
  - Prepare a written actuarial analysis of claim liability for the entire plan broken out by employee group and plan.
  - Prepare a forecast of the number of expected claims, estimate the value of expected payments, develop overall trend and insurance inflation factors, estimate the lag in reporting incurred claims and estimate the lag in payment of claims.
  - Provide spreadsheet of incurred claim liability.
  - Summarize the results of our claim reserve analysis showing monthly paid and incurred claims.
  - Summarize paid claims, estimated incurred claims, and recast reserves by month, including the resulting reserve liability as of **December 31, 2016**.
  - Provide analysis detailing the claims lag.
  - Provide analysis detailing the average liability per employee

COUNTY PROVIDED DATA:

- Claims lag reports
- Count of eligible employees, employees by tier (single, employee and spouse, etc.).
- List of stop recoveries
- Additional information as available or requested

INFORMATION ABOUT THE FIRM(s):

1. The firm should provide its name, address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable.

2. The firm should provide a general description of its business, including size, number of employees, number of credentialed actuaries, primary business, other business or services offered and review any past or contemplated changes in the ownership structure of the firm.

3. The supervising actuary who will be assigned to the engagement should be identified and their contact information provided.

4. Other actuaries and other personnel who will have key roles in the work should also be identified.

5. The firm should list the number and percent of consulting staff that have left each of the past five years.

6. Brief resumes should be furnished for the key professional staff who will be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support actuaries and other personnel who would perform the requested work.

7. The ***firm*** should provide a description of its experience in providing actuarial and consulting services for governmental entities/plans and a list of governmental entities/plans for which it has performed services similar to those identified under "Scope of Services". Describe the ***firm's*** experience with retiree healthcare and other post-employment benefit plans for other public entities. Recognizing the value of the firm experience with FASB OPEB valuations, ***firm*** should also describe their private sector OPEB valuation experience.

8. For the ***firm*** office that will be responsible for the work, the ***firm*** should provide a list of the most significant engagements performed in the laws five years that are similar to the engagement described in this request for proposal/qualifications. The list of engagements can be both in the private or public sector but must be clearly labeled as such.

9. For the engagements listed above, indicate the scope of the work, date, supervising actuaries, and the name and telephone number of the principal client contact who would serve as a reference for the ***firm.***

10. The ***firm*** should list any clients that have been lost in the last five years.

11. The ***firm*** should provide an affirmative statement that is independent of the governmental entity/plan and that it is unaware of any potential conflicts of interest if it were selected to perform the requested work.

12. The ***firm*** should describe any limits on liability that the firm requests from its clients due to

negligence of its firm.

13. The ***firm*** should warrant that the ***firm*** maintains errors and omissions insurance that provides a prudent amount of coverage for negligent acts or omissions and that its coverage is applicable to the work requested in this proposal.

14. The ***firm*** should include an example of a job arrangement letter or contract that the ***firm*** would require covering this engagement if it were successful in winning the engagement.

15. The response to the "Request for Proposal" should be signed by a representative of the ***firm*** with the acknowledgement that this individual is authorized to contractually bind the firm.

16. The ***firm*** should indicate if there are any pending legal actions against it.

PROCESS:

- Approach-State the overall approach of the valuation, including objectives, scope of work to be performed and the methodologies to be used.

- Describe how the firm will work with "Hidalgo County" to determine the proper actuarial cost method, actuarial asset valuation method, amortization method and key assumptions to the valuation based on relevant accounting and actuarial standards. Some key assumptions (not all of them applicable) to consider as part of this discussion are:

    - Turnover
    - Retirement Age
    - Disability retirement age
    - Mortality
    - Projected salary increase
    - Inflation rate
    - Healthcare cost trend data for appropriate region
    - Amortization timeframe
    - Investment return
    - Post retirement benefit changes
    - Actuarial assumptions associated with the method (projected unit credit, entry age normal, etc.)

- Provide an analysis of allowed actuarial methods and amortization methods with the pros and cons of each method and recommend the most appropriate or commonly used one or two methods for this type of study.

- Describe how the firm would assist in the interpretation of the plan and value the associated costs in situations where there is ambiguity related to the substantive plan.

- Timeline-The firm will identify the major tasks in the valuation engagement and the suggested timeline for completion.

- Date Requirements – The actuarial firm should list all data requirements, other than what has been identified in the RFP, that they require to complete the valuation and in what type of format that data must be provided.

- Support – Provide the support that is required of Hidalgo County' staff.

- Sample Report – Include in the Appendix of the firm's response a copy of a sample report.

COST AND TERMS OF AGREEMENT:

- Cost Proposal – The firm will provide the cost of the engagement detailing out the cost of the valuation and any optional consulting services included in the scope of services. The proposal should include estimated hours, hourly rates and expenses, as well as a total, not-to-exceed cost that should be clear and concise.

- Costs for any of the services indicated as **"optional"** in the Scope of Services section of this document should be requested as separate from the cost of the valuation as these services can be expensive.

- Terms of Agreement - **The contract will commence on January 1, 2017 for a period of two (2) years**; with the county's option to renew for two (2) additional one (1) year terms, at the same rates, terms and conditions.

- Hidalgo County reserves the right to continue this proposal/contract for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

PROPOSAL QUESTIONS

The purpose of this RFP is to demonstrate the qualifications, competence and capability of the proposer(s). The substance of the proposer(s) will carry more weigh than form or manner of presentation. Preparation of your response should be simple and economical, providing a straightforward, concise description of your ability to provide the services requested. The response should include the following, preferably in the order listed:

- What is the basis of compensation for your services (flat fee, time plus expense, etc.)?

- What is your estimate for the total cost of the actuarial study? If your basis for compensation is "time plus expenses", please detail all anticipated expenses (clerical, travel, etc.). The cost for any optional work should be identified separately and presented for approval before any optional work is to proceed.

- To what degree or percent of accuracy will you guarantee your total cost estimate?

- Will you be able to meet the timeline? If not, provide your estimated date for report completion. Are any additional fees being charged in order to meet this timeline?

- A brief history and description of the firm, including a statement of the firm's qualifications to perform the requested services.

- List at least five Texas public entities, preferably County Entities, that you have performed a GASB 43 and 45 actuarial studies for in the last five year. Include the name of the entity, a contact person and phone number, as well as a description of the work performed.

- Identify the key personnel within your firm who will be responsible for the completion of this assignment. Include the professional qualifications and experience of these key individuals; specifically their experience with Texas Governmental Entities and GASB 43 and 45 liability calculations.

- List any exceptions you have with the proposed RFP and Scope of Work as well as a description of any proposed work that differs from that described.

- List all data and information that will be required to be assembled by Hidalgo County in order to complete the actuarial study.

- Define the most important qualification your firm can bring to Hidalgo County.

The undersigned hereby certified that he/she understands the specifications/requirements and has read the document in it's entirely, affirms the list of qualifications is true and correct, and is duly authorized to execute this response. The following information must be filled out in it's entirely for your proposal to be considered.

Company's Name:_____

Address: _____

City: _____State:_____Zip Code: _____

Phone No.: _____Fax No.:_____

Signature of Authorized Representative: _____

Printed Name:_____Title: _____

Email Address: _____Date: _____

EVALUATION FORM

Hidalgo County
Actuarial Consulting Services
For
Part I- GASB 43 and/or GASB 45 OPEB Valuation Analysis;
Part II- Health Benefits Reserve Analysis
RFP: 2016-215-09-28-YZV

Selection Criteria	Points	Score
1. ***FIRM QUALIFICATIONS AND STAFFING OF PROJECT TEAM*** **(10)**		
➢ The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.	0-10	
COMMENTS/RATIONALE FOR POINTS:	**TOTAL:**	
2. ***UNDERSTANDING OF PROJECT/SIMILAR PROJECTS*** **(40)**		
➢ The firm's technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.	0-10	
➢ The firm has no conflict of interest with regard to any other work performed by the firm for the County of Hidalgo.	0-10	
➢ The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.	0-10	
➢ The firm has easily identified how they meet each of the evaluation criteria.	0-10	
COMMENTS/RATIONALE FOR POINTS:	**TOTAL:**	
3. ***EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES*** **(40)**		
➢ The firm's past experience and performance on comparable government engagements.	0-10	
➢ The firm has a record of quality work.	0-10	
➢ The firm has identified information to be gathered and or obtained from the County of Hidalgo	0-10	
➢ The audit firm is independent and licensed to practice in the State of Texas.	0-10	
Comments/Rationale for points:	**TOTAL:**	
4. ***COST FEES*** **(10)**		
➢ The firm's cost of the proposed service.	0-10	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____ Date: _____

Evaluator: _____ Department/Pct.: _____

EXHIBIT "C"

Insurance Requirements

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. 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.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar (%500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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 (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

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, permit's, 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 doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____ Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

(RETURN THIS PAGE WITH BID RESPONSE)

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: _____

(RETURN THIS PAGE WITH BID RESPONSE)

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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 Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) 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. commonwealths and 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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-16-215-00-00

THIS CONTRACT is made and entered into this ____day of MONTH, 2016 by and between the **County of Hidalgo**, Texas ("County"), and _____ a Texas ___ Corporation (hereinafter the "Company").

WHEREAS, Company responded to notices of Request for Proposals (RFP) for "Actuarial Consulting Servies for Part I -GASB 43 and/or OPEB Valuation Analyses and Part II-Health Benefits Reserve Analysis"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A", "A-1" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further

consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications/Requirements within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 01 , 2017 and ending on December 31 , 2019 and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms under the same rates terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen day in the procurement process, unless this contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

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comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing

and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

If to Company _____

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be

enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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 the parties hereto, and not otherwise.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

20. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of_____, 2016.

COUNTY OF HIDALGO

ATTEST:

By:_____

Ramon Garcia, County Judge

By:_____

Arturo Guajardo, Jr. County Clerk

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COMPANY:

By:_____

Approved by Commissioners Court on:_____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By:_____

Stephen L. Crain, Attorney

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EXHIBIT "A"

REQUEST FOR PROPOSALS (RFP)

PROCURMENT PACKET

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EXHIBIT "B" VENDOR'S

(BID TABULATION)

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EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "B" VENDOR'S

(BID TABULATION)

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ms. Bonnie Albittron, Vice President
Lewis & Ellis, INC

Via EM: balbittron@lewisellis.com

From: Yolanda Z. Velasquez, YZV Buyer III for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: November 23, 2016

Re: Negotiation Process for: RFP 2016-215-09-28-YZV-"Actuarial Consulting Services for Part 1 GASB 43 and/or 45 OPED"

Pursuant to action taken by Commissioner's Court on Tuesday, November 22, 2016, be advised that your firm has been selected to enter into negotiations for a "Service Contract" with County of Hidalgo to provide services for the above referenced project.

We request that you submit your best and final offer based on your submitted proposal, no later than 4:00 p.m. on Monday, **November 28, 2016**.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to: yolanda.velasquez@co.hidalgo.tx.us.

Thank you

By: Bonnie Albritton **Title:** Vice President & Principal

Printed Name: Bonnie Albritton **Date:** 11/28/2016

Dallas
Cabe W. Chadick, F.S.A.
S. Scott Gibson, F.S.A.
Glenn A. Tobleman, F.S.A., F.C.A.S.
Michael A. Mayberry, F.S.A.
David M. Dillon, F.S.A.
Gregory S. Wilson, F.C.A.S.
Steven D. Bryson, F.S.A.
Brian D. Rankin, F.S.A.
Bonnie S. Albritton, F.S.A.
Jacqueline B. Lee, F.S.A.
Xiaoxiao (Lisa) Jiang, F.S.A.
Brian C. Stentz, A.S.A.
Jennifer M. Allen, A.S.A.
Josh A. Hammerquist, A.S.A.
Johnathan L. O'Dell, A.S.A.
Clint Prater, A.S.A.
Larry Choi, A.S.A.
Kevin Ruggeberg, A.S.A.
Traci Hughes, A.S.A.

L&E Actuaries & Consultants

Kansas City
Gary L. Rose, F.S.A.
Terry M. Long, F.S.A.
Leon L. Langlitz, F.S.A.
D. Patrick Glenn, A.S.A., A.C.A.S.
Christopher J. Merkel, F.S.A.
Christopher H. Davis, F.S.A.
Karen E. Elsom, F.S.A.
Jill J. Humes, F.S.A.
Kimberly S. Shores, F.S.A.
Michael A. Brown, F.S.A.
Naomi J. Kloeppersmith, F.S.A
Stephanie T. Crownhart, F.S.A
Mark W. Birdsall, F.S.A.

London/Kansas City
Timothy A. DeMars, F.S.A., F.I.A.
Scott E. Morrow, F.S.A., F.I.A.

Denver
Mark P. Stukowski, F.S.A.
William J. Gorski, F.S.A.

Indianapolis
Kathryn R. Koch, A.C.A.S.

Baltimore
David A. Palmer, C.F.E.

November 28, 2016

Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2801 S. Business Hwy 281
Edinburg, Texas 78539

RE: Best & Final Offer
RFP No. 2016-215-09-28-YZV
Actuarial Consulting Services for Part I – GASB 43 and/or 45 OPEB Valuation Analysis and Part II – Health Benefits Reserve Analysis

Dear Ms. Salazar:

We received your memorandum notifying us that Lewis & Ellis was selected to enter negotiations with the County regarding the above referenced RFP. Our best and final offer is shown below.

Part I - Base GASB 45 Valuation	$10,284
Part II - Health Benefit Reserve Analysis	$4,104
Option 1 - Cash Flow Analysis for Health Plan	$3,273
Option 2 - Sensitivity Analysis	$1,696
Option 3 - Investment Return Analysis	$670
Option 4 - OPEB Liability Management	$1,729
Option 5 - Update Plan Document	$1,729

We appreciate the opportunity to work with the County again. Please feel free to contact me with any questions.

Sincerely,

Bonnie Albritton, FSA, MAAA

EXHIBIT "C"

INSURANCE REQUIREMENTS

Client#: 4532 LEWIS&ELL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/14/2016

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
Querbes & Nelson
214 Milam Street
P. O. Box 5
Shreveport, LA 71161-0005

RECEIVED SEP 19 2016 By

CONTACT NAME: Lany Lindsay
PHONE (A/C, No, Ext): 318 221-5241 FAX (A/C, No): 3184290599
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lewis & Ellis, Inc.
700 Central Expressway South, Suite 550
Allen, TX 75013-8098

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35305038WCE	09/15/2016	09/15/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			1673188635	09/15/2016	09/15/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			79662636	09/15/2016	09/15/2017	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1571609173	09/15/2016	09/15/2017	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Crime			81274671	09/15/2016	09/15/2017	$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Supplemental Name **
First Supplemental Name applies to all policies - Lewis & Ellis, Inc.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S. Hwy. 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

Clay M Miller

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Becky Nelson
ANBTX Insurance Services, Inc. 12400 Coit Road, Suite 1100 Dallas TX 75251-2039	PHONE (A/C, No, Ext): (972) 419-7500 FAX (A/C, No): (972) 419-7555 E-MAIL ADDRESS: becky.nelson@anbtxinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED	INSURER A: Ironshore Specialty Insurance — 013866
Lewis & Ellis Inc 700 Central Expressway South Ste 550 Allen TX 75013	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 16/17 Certs 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	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) $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liab (E&O)			002920300	10/1/2016	10/1/2017	$3,000,000 Limit

RECEIVED SEP 30 2016 By 2:40:37

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S Hwy Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Von Breaux/BECKY

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AI-57445 **Purchasing Department** **20. G. 2.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of final negotiations for RFP No. 2016-291-09-21-YSS "Excess Workers' Compensation Insurance" (as ranked/approved by CC on 11-15-16);
B. Requesting approval to purchase the insurance coverage and/or services for RFP No. 2016-291-09-21-YSS in the amount of $200,856.00 as described in the RFP-Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency.

BACKGROUND

Final draft of negotiated agreement includes the best and final offer or BAFO.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-2202-419-50-115-066-0-520

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

BUDGETARY IMPACT:

2017 Adopted Budget for object code 520 is $275,000.00, therefore, funds available for FY2017.

Attachments

57455 back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/29/2016 05:38 PM
Budget & Management	Veronica Ortiz	11/30/2016 08:07 AM
Merlen P. Munoz	Merlen P. Munoz	11/30/2016 10:36 AM
Final Approval	Monica Badillo	12/02/2016 05:18 PM
Form Started By: Yvette Salinas		Started On: 11/18/2016 11:39 AM
Final Approval Date: 12/02/2016		

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

Best And Final Offer

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **HIDALGO COUNTY**	
Account: 6004880 Previous Policy Number: AGC4054134	
	Specific & Aggregate Excess

Contract Terms	Option 1367050236		Option 1366613880	
Liability Period		01/01/2017 - 01/01/2018		01/01/2017 - 01/01/2018
Payroll Reporting Period		01/01/2017 - 01/01/2018		01/01/2017 - 01/01/2018
Payroll		$ 140,951,683		$ 140,951,683
Manual Premium		$ 1,311,124		$ 1,311,124
Experience Modification Factor		1.000		1.000
Standard Premium		$ 1,311,124		$ 1,311,124
Self-Insured Retention		$ 600,000		$ 500,000
Specific Limit		Statutory		Statutory
Employers Liability Limit	Per Occ	$ 1,000,000	Per Occ	$ 1,000,000
Loss Fund Rate	Rate % Std Premium	210.00 %	Rate % Std Premium	200.00 %
Estimated Loss Fund		$ 2,753,360		$ 2,622,248
Minimum Loss Fund	Est. x 100.00 %	$ 2,753,360	Est. x 100.00 %	$ 2,622,248
Aggregate Excess Limit		$ 2,000,000		$ 2,000,000
Loss Limitation		$ 500,000		$ 500,000
Premium Rate	Rate $100 Payroll	$ 0.1335	Rate $100 Payroll	$ 0.1425
Deposit Premium		$ 188,170		$ 200,856
Minimum Premium		$ 188,170		$ 200,856
	Adjustable		Adjustable	
Pay Plan		ANNUAL PAYMENT		ANNUAL PAYMENT
Audit Type		Voluntary		Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis. MO 63146

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:
0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0293 00 0906 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
0341 02 0196 (XWC) SPECIFIC EXCESS COVERAGE (CASH FLOW PROTECTION)
TEXAS MANDATORY ENDORSEMENT(S), IF APPLICABLE
1061 11 0115 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Contingencies:
The quote is subject to the following:
Option 1366613880
1. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.
2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization of 2015 (collectively, the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% to 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Option 1367050236
1. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization of 2015 (collectively, the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% to 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
2. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.

Comments:
1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
4. Cash Flow Endorsement Retention: $350,000.

CRISIS PROTECTION

Domestic Crisis Management and International Extraction

Safety National Crisis Protection is a crisis management and extraction benefit provided exclusively for Safety National's Excess and Large Deductible Workers' Compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is $50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and any Resulting Tsunami
- Hurricane
- Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

Man-Made Events:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

Natural Disasters:

- Tornado
- Explosion
- Wildfire
- Earthquake and any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

Benefits:

- Provided at no cost to policyholders, with a $50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help you with:
  - Crisis Management
  - Crisis Response
  - Public Relations
  - Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.

For more information about Safety National Crisis Protection, please visit www.safetynational.com/crisis_protection. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.

TOKIO MARINE GROUP

Safety National at a Glance

Proceed with Safety

Company History and Background

- Specialists in workers' compensation since 1942
- Licensed and admitted in all 50 states, the District of Columbia, Guam, Puerto Rico, Canada, and the U.S. Virgin Islands
- Exclusive distribution through brokers and agents
- Leading and longest continual provider of excess workers' compensation in the United States
- Superior dedication, knowledge, experience and quality service distinguish us in the marketplace
- Named one of the "Best Places to Work" by *Business Insurance* magazine

Financial Strength and Stability*

- Policyholders' surplus - $1.6 billion (11.3% increase over 3/15) and $5.9 billion in assets
- A.M. Best Rating "A+" (Superior) Financial Size Category XIV
- Standard & Poor's "A" (Strong)
- A member of the Tokio Marine Group, with approximately $194 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), enjoys an A.M. Best rating of A++ (Superior), Financial Size Category XV.

Products and Services

- Excess Workers' Compensation
  - Specific and Aggregate Excess Coverage for individual or group self-insureds
  - Monoline Aggregate Coverage
- Large Casualty Program
  - Large deductible workers' compensation
  - Auto and general liability
- Public Entity Multi-Line Coverage
- Loss Portfolio Transfers
- Opt-Out Programs
  - TEXcess®
  - Oklahoma Elect
- Safety National Re
- Self-Insurance Bonds
- Alternative Risk Programs
- MAP Client Services
  - Risk control resources and services
- Best Doctors Partnership

** as of March 31, 2016*

Safety National
1832 Schuetz Road
St. Louis, Missouri 63146
Phone 888.995.5300 *(toll-free)*
314.995.5300
E-mail info@safetynational.com
Web www.safetynational.com

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ramon Montalvo, III CIC
Montalvo Insurance Agency

Via email: ramon@montalvoinsurance.com
jessie@montalovinsurance.com

From: Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

Date: November 18, 2016

Re: Best and Final Offer for -"Excess Workers' Compensation Insurance"
RFP NO: 16-291-09-21-YSS

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, November 15, 2016, please be advised that it has been approved by Hidalgo County Commissioner's Court to accept the response submitted by your organization as "qualified" and to enter into negotiations with County Of Hidalgo for the above referenced project with you.

Hidalgo County is requesting for consideration for a "Best and Final Offer" for the proposed scope of work and services for the mentioned project with **Specific & Aggregate Excess** - National option, 500k.

We request that you submit a proposed "Best And Final Offer" by Tuesday, November 22, 2016, by 1:00 PM, or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Tuesday, December 06, 2016, for approval of the "Best And Final Offer" and approval of purchase of "Excess Workers' Compensation Insurance."

Please Submit Revised Fee Schedule

We ask that you approve by signing below acknowledgment of receipt of this memo and via email to yvette.salinas@co.hidalgo.tx.us, with your "Best and Final Offer" response.

Signed: _____ **Title:** Owner/President

Printed Name: Ramon Montalvo, III, CIC

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Re: BAFO Excess W Comp

From : flora vazquez <flora.vazquez@co.hidalgo.tx.us> Tue, Nov 22, 2016 03:05 PM
Sender : angelica tapia <angelica.tapia@co.hidalgo.tx.us> 5 attachments
Subject : Re: BAFO Excess W Comp
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Cc : flora vazquez <flora.vazquez@co.hidalgo.tx.us>

Hi Yvette,

Per discussion with Flora, please proceed with option#1366613880 for $200,856. I was just curious as to the "Adjustable" inserted below the amount. Not sure if this means something, if original coverage remains the same or it was modified.

As per the account s/b 7-2202-419-50-115-066-0-520.

Thank You,

Angélica M. Tapia
Health Benefits Accountant IV
Hidalgo County DBM Employee Benefits Division
2818 S. Business Hwy 281
Edinburg, TX 78539
Ph (956) 292-7025 x5415
Fx (956) 292-7029

AI-57472 **Purchasing Department** **20. H. 1.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of correspondence from vendor, Pyramid School Products, for Commissioner's Court to permit/approve the withdrawal of the bid submitted for the "Janitorial Supplies, Industrial Chemical & Supplies", as vendor does not wish register with SAMS.ORG as required in HC requirements;
B. Presentation of bids received for the purpose of award to 4 responsible vendors, Gulf Coast, CC Distributors, Unipack Corp., and All American Poly, submitting the lowest and best bid and meeting specifications and/or requirements for each product with approval of contract documents, for project titled: Hidalgo County "Janitorial Supplies & Industrial Chemicals & Supplies" through RFB No.: 2016-288-10-05-FAZ

BACKGROUND

1. 32 packets sent out; 8 bids received
2. Current contract expires: December 31, 2016
3. New contract commences: January 1, 2017
4. Recommended vendors: Gulf Coast Paper, CC Distributors, Unipak & All American Poly
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1XXX-XX-XXX-XXX-X-610

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

BUDGETARY IMPACT:

This project is for 2017, funding will be identified by individual departments as needed.

Attachments

Pyramid's request to withdraw bid
Recommendation of Award Memos
Participating Log
Gulf Coast Awarded Items, Bid Pages, Insurances & HB 1295
CC Distributors Awarded Items, Bid Pages, Insurances & HB 1295
Unipak Corp. Awarded Items, Bid Pages, Insurances & HB 1295
All American Poly Awarded Items, Bid Page, Insurances & HB 1295
Tabulation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2016 11:02 AM
Budget & Management	Veronica Ortiz	12/01/2016 11:33 AM
Merlen P. Munoz	Merlen P. Munoz	12/02/2016 09:10 AM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Matilde Faz		Started On: 11/21/2016 02:21 PM
Final Approval Date: 12/02/2016		

Zimbra **matilde.faz@co.hidalgo.tx.us**

RE: RFB: 2016-288-10-05-FAZ (HIDALGO COUNTY) "JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" HB 1295 REQUEST

From : Danny Sanders <biddept@pyramidsp.com> Wed, Nov 09, 2016 02:17 PM

Subject : RE: RFB: 2016-288-10-05-FAZ (HIDALGO COUNTY) "JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" HB 1295 REQUEST

To : 'Matilde Faz' <matilde.faz@co.hidalgo.tx.us>

PYRAMID SCHOOL PRODUCTS

6510 North 56th Street ~ Tampa, Florida 33610-1908
Phone- (800) 792-2644 ~ Fax- (813) 621-7688
www.pyramidsp.com

Good afternoon! After reviewing the SAM registration requirements, we have determined that it is not in our best interest to complete the registration. As such, please withdraw our submission of Bid #2016-288-10-05-FAZ. We will mark our copy of the bid for future reference. We apologize for and inconvenience this may cause. Have a great day!

Pyramid School Products
Bid Department
Ext 246

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Monday, November 07, 2016 11:03 AM
To: Danny Sanders <biddept@pyramidsp.com>
Subject: Re: RFB: 2016-288-10-05-FAZ (HIDALGO COUNTY) "JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" HB 1295 REQUEST

Good Morning, Mr. Sanders
Thank you for your quick response, I just checked again online with SAM.gov with your DUNS number and nothing comes out, you may want to check with them hopefully is not registered private which doesn't allow no one to verify your DUNS number, they are the only ones to release that requirements as per your request.
Thank you!

Respectfully,

Matilde (Maty) Faz

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 ALL DEPARTMENT HEADS

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2016

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-288-10-05-FAZ
HIDALGO COUNTY: "JANITORIAL SUPPLIES & INDUSTRIAL CHEMICALS & SUPPLIES"

We have received **FIVE (5)** qualifying responses in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and Recommendation.

We would like to present your Recommendation on Commissioner's Count Meeting; therefore, we need your response no later than **Monday, November 21, 2016 @ 10:00 a.m.** Due to the upcoming Holidays, tbe deadlines must be followed. Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: matilde.faz@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Gulf Coast	Award To Lowest Bid
2. C C Dist	
3. All American	
4. Unipak Corp.	
5.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1100-421-00-280-001-0-610
6-1100-423-21-280-002-0-610

	Raul Cantu	H.C.S.O.	11/28/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
NOV 18 2016
By mo

MEMORANDUM

(Department's Recommendation)

TO ALL DEPARTMENT HEADS

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2016

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-288-10-05-FAZ
HIDALGO COUNTY: "JANITORIAL SUPPLIES & INDUSTRIAL CHEMICALS & SUPPLIES "

We have received **FIVE (5)** qualifying responses in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and Recommendation.

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. CC Distributors, Inc.	utilize
2. Gulf Coast Paper Co.	Utilize
3. Unipak Corp	use / utilize
4. All American Poly	Item not used
5.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: _____

_____

_____

	Israel "Buddy" Silva Jr.	Hidalgo Co. Juvenile	11/17/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

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 **ALL DEPARTMENT HEADS**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2016

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-288-10-05-FAZ
HIDALGO COUNTY: "JANITORIAL SUPPLIES & INDUSTRIAL CHEMICALS & SUPPLIES "

We have received **FIVE (5)** qualifying responses in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and Recommendation.

We would like to present your Recommendation on Commissioner's Count Meeting; therefore, we need your response no later than **Monday, November 21, 2016 @ 10:00 a.m.** Due to the upcoming Holidays, the deadlines must be followed. Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: matilde.faz@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Multi Award Vendor	
2.	
3.	
4.	
5.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 050-0-610

		220	11/22/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

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 **ALL DEPARTMENT HEADS**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2016

RECEIVED
NOV 22 2016
By

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-288-10-05-FAZ
HIDALGO COUNTY: "JANITORIAL SUPPLIES & INDUSTRIAL CHEMICALS & SUPPLIES "

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Multiple Vendors	Lowest Bidder
2.	
3.	
4.	
5.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6.1292.441.00.350.001.7.610.

	Clarissa Ramirez	WC	11/22/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY - (All Funding Sources, Programs & Entities) Janitorial Supplies & Industrial Chemical & Supplies"*

BID OPENING DATE: OCTOBER 5, 2016 | **BID OPENING TIME: 9:30 A.M**

BID NO: 2016-288-10-05-FAZ | **BUYER: Matilde "Maty" Faz**

NAME OF BIDDER: COMPANY/FIRM & EMAIL ADDRESS	BID REQUEST VIA*	STAFF ADDRESSING EMAILS OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE, FAX NO.s
1) Gulf Coast Paper Co. Attn: Jorge A. Guerra Gcpc415@aol.com	Email	Maty Faz	9/19/16	635 Billy Mitchell Street Brownsville, Texas 78521 Cell (956) 739-6846
2) Staples Advantage Attn: Marcello Cortez / Sherron Hughes Marcello.cortez@staples.com Sherron.Hughes@staples.com Mike.carter@staples.com	Email	Maty Faz / Sandy Suarez	9/19/16 / 9/21/16	Phone (956) 592-6542 P. (210)749-1732
3) Performance Food Service Attn: Gloria Medina gmedina@pfgvictoria.com	Email	Maty Faz	9/19/16	Phone (956) 624-1955
4) Sysco Central Texas, Inc. Attn: Angelica Almaraz Almaraz.angelica@ctx.sysco.com	Email	Maty Faz	9/19/16	1260 Schwab Road New Braunfels, TX 78132-5155 Phone (956) 532-8590
5) Genesis II, Inc. Attn: William Cox Genesis2inc1@aol.com	Email	Maty Faz	9/19/16	Phone (803) 328-6633
6) Ecolab Attn: David Ybarra David.ybarra@ecolab.com	Email	Maty Faz	9/19/16	14340 Torrey Chase Blvd #125 Houston, Texas 77014 Tel (800) 352-5326 Cell (361) 438-7363
7) Rio Paper & Supply, LLC Attn: Jesus A. Sanchez jessiesriopaper@yahoo.com	Email	Maty Faz	9/19/16	Tel: 956-782-5111
8) P&G Professional Field Sales Support Attn: Jeanne Ruter Ruter.jm@pg.com	Email	Maty Faz	9/19/16	Tel (513) 983-3384
9) Prime Vendor, Inc. Attn: Kimberly Doumit Bids20@prime-vendor.com primevendor124@gmail.com	Email	Maty Faz	9/19/16	4622 Cedar Avenue Wilmington NC 28403 Tel: 800-746-9554
10) Unipak Corp. Attn: Brian Marcus unipakcorp@aol.com	Email	Maty Faz	9/19/16	P O Box 300027 Brooklyn , New York 11230 Tel: (718) 677-1065
11) EPoly Star, Inc. Attn: Gabriella Bias gabriella@epolystar.com	Email	Maty Faz	9/19/16	Tel: (800)793-3088 ext. 102
12) American MRO Products (AMRO) Attn: Ted Dowling tdowling@amroproducts.com	Email	Maty Faz	9/19/16	Tel: (855) 949-2676
13) Performance Safety Group (PSG) Attn: Drew Allrich drew@psggear.com	Email	Maty Faz	9/19/16	781A Rudder Road St. Louis, MO 63026 Tel: (636) 326-4568
14) CC Distributors Attn: Aida Gonzales mgonzales@ccdistributors.com	Email	Maty Faz	9/19/16	Tel: (956) 367-9090
15) Cielo Office Products Attn: Connie Cavazos cielo@cielooffice.com	Email	Maty Faz	9/19/16	1209 E. Hackberry Avenue McAllen, Texas 78501 Tel: (956) 688-6001
16) Pyramid School Products Attn: Bid Department bids@pyramidsp.com	Email	Maty Faz	9/19/16	6510 North 54th Street Tampa, Florida 33610-1908 Tel: (800) 792-2644
17) Central Poly Corp. Attn: Angelica Santos angie@centralpoly.com	Email	Maty Faz	9/19/16	2400 Bedle Place Linden, NJ 07036 Tel: (908) 862-7570
18) Calico Industries, Inc. Attn: Jacqueline Lanham jlanham@calicoindustries.com	Email	Maty Faz	9/19/16	9045Junction Drive Annapolis Junction , MD 20701 Tel: (800) 638-0828 ext 251
19) Dyna Pak Corporation Attn: Dale Miklich info@dynapak.com	Email	Maty Faz	9/19/16	112 Helton Drive Lawrenceburg, TN 38464 Tel: (800) 759-3962
20) Boritex, Inc. Attn: Jose Ramos	Email	Maty Faz	9/19/16	P.O. Box 171088 Arlington, Texas 76003-1088

boritex@swbell.net				Tel: 817-467-1237
21) Copy Plus Attn: Michael Flemate mike@copyplusonline.net	Email	Maty Faz	9/19/16	Phone (956) 668-7587 Fax (956) 668-7590
22) All American Poly Corp. Attn: Yitzchok Crawford ycrawford@allampoly.com	Email	Maty Faz	9/19/16	40 Turner Place Piscataway, NJ 08854 Phone (800) 526-3551 Ext. 5104 no answer Fax (731) 752-2305
23) San Benito Textiles, Inc. Attn: Jennifer Sanchez jenny@sanbenitotextiles.com	Email	Maty Faz	9/19/16	201 N. Travis St. San Benito, TX 78586 Phone (956) 361-0282
24) Copy Plus Online (*Same as No. 21*) Attn: Olga G. Lopez olga@copyplusonline.net	Email	Maty Faz	9/19/16	4500 N. 10th St. Ste. 240 McAllen, TX 78504 Office (956) 668-7587 Fax (956) 668-7590 Cell (956) 735-2157
25) AFP School Supply Attn: Angela Beaudion Project Manager angela@afpschoolsupply.com www.afpschoolsupply.com	Email	Maty Faz	9/19/16	P. O. Box 801136 Miami, FL 33280 Office (305) 663-8300 ext. 232 Fax (305) 665-1800 Cell (561) 331-1359
26) Crews Chemicals Attn: Jennifer Crews Davis Jenniferdavis@crewschemicals.com jencrewsdavis@gmail.com	Email	Maty Faz	9/19/16	Rome, GA Office (706) 232-4001 Fax (706) 232 4488
27) Made Solutions Attn: Thomas Anerine Thomas@madesolutionsllc.net undeliverable	Email	Maty Faz	9/19/16	Office (201) 693-4718 disconnected Fax (201) 884-1149
28) Safeway Supply Inc. Attn: Michael Dillemuth www.safewaysupply.com	EMR	Maty Faz	9/21/16	10841 Hillpoint Dr. San Antonio, TX 78217 Phone (210) 496-0407 Fax (210) 496-1407
29) All American Poly Corp. Attn: Joseph Stern jstern@allampoly.com	EMR	Maty Faz	9/21/16	40 Turner Place Piscataway, NJ 08854 Phone (800) 526-3551 ext. 1124 Fax (732) 752-2305
30) Interboro Packaging Corporation Attn: Rifky Fischer / leah@interboropackaging.com interboro2@frontiernet.net	EMR	Sandy/Maty Faz	9/21/16 9/27/16	114 Bracken Road Montgomery, NY 12549 Phone (845) 782-6800 ext. 108 Fax (845) 781-2450
31) ICS Jail Supplies, Inc. Attn: Sharon Sigler Clerk501@icswaco.com	EMR	Maty Faz	9/27/16	Phone (800) 524-5427 Fax (254) 751-0299 Waco, TX 76702
32) Miami-Dade County Internal Services Department Attn: Martha Garofolo marthag@miamidade.gov	EMR	Maty Faz	9/29/16	111 N.W. 1st Street, Suite 1300 Miami, Florida 33128 Phone (305) 375-4265 Fax (305) 375-4407

***VIA: IN PERSON (IP) EMAIL REQUEST (EMR) TELEPHONE REQUEST (TR) BIDDER LIST MAIL OUT (BLM) FACSIMILE (FAX)**

GULF COAST PAPER CO. INC., Brownsville, TX
AWARDED ITEMS
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

	DESCRIPTION OF ITEM(S)	BRAND	QTY.	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/box (96HP)or equal	Americo	20	$0.26	$5.20
3	Air Freshener - Aerosol Asst. Scents	Spartan	12	$2.67	$32.04
5	Ant & Roach Spray Odorless	Spartan	12	$3.86	$46.32
6	Ant & Roach Spray odorless to contain deltametrin	Spartan	12	$3.86	$46.32
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	Spartan	12	$1.55	$18.60
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	Spartan	12	$1.4750	$17.70
13	Carpet Shampoo – Liquid Ammonia Free	Spartan	4	$6.63	$26.52
15	Carpet Shampoo Liquid	Spartan	4	$6.63	$26.52
16	Carpet Spot Remover 32 oz.	Spartan	12	$1.65	$19.80
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	Carroll	4	$11.00	$44.00
19	Cleaner Oven 24 oz. Foam Cleaner	Spartan	12	$3.10	$37.20
23	Degreaser – 55 gallon	Spartan	1	$252.00	$252.00
25	Detergent-Power Dishwashing(Cream Suds) or equivalent -50 lb. box	Cream Suds	1	$116.00	$116.00
26	Detergent Pot & Pan 2-Ltr Clean On The Go (Spar Clean) or equal	Spartan Cl	4	$9.95	$39.80
27	Dish Sanitizer 2-Ltr Sani-T (Spar Clean) or equal	Spartan Cl	4	$10.39	$41.56
29	Dishwashing Liquid 32 oz. (Dawn) or equal	Spartan	12	$3.25	$39.00
31	Disinfectant & Deodorizer Cleaner Aerosol	Claire	12/15.5oz	$2.1660	$26.00
37	Disinfectant Foam Cleaner - Hospital	Spartan	12	$2.43	$29.16
38	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	Spartan	4	$11.58	$46.32
40	Disinfectant/Cleaner 1qt. Non-Acid Bathroom Cleaner	Spartan	12	$1.55	$18.60
42	Dispenser - Roll Paper Towel - Lever or Crank (Metal or Plastic)	No Bid	No Bid	No Bid	No Bid
43	Dispensers - Liquid Hand Soap (Bulk Soap)	Spartan	1	$11.55	$11.55
44	Dispensers- Paper Towels Multi Folds Universal (Metal)	Georgia Pac	1	$19.74	$19.74
45	Dispensers- Paper Towels Multi Folds Universal (Plastic)	Georgia Pac	1	$21.00	$21.00
46	Dust Cloths (Disposable) Yw	Georgia Pac	200	$0.2880	$57.60
50	Dust Mop 24" x 3 Non - Disposable	No Bid	No Bid	No Bid	No Bid
53	Dust Mop Handles - Swivel Snap On	Wilen	12	$5.40	$64.80
54	Dust Mop Treatment (Aerosol)	Spartan	12-16oz	$3.09	$37.08
55	Dust Mop Treatment TRU Equal	Spartan	12	$1.88	$22.56
57	Dust Pan Plastic - Lobby or equal	Continental	1	$7.40	$7.40
58	Enzyme Deodorizers – per gallon Liquid	Spartan	4	$8.70	$34.80
59	Feather Duster Extensions 12 ft.	Urger	1	$42.62	$42.62
60	Feather Duster Extensions 8ft	Unisan	1	$8.20	$8.20
61	Feather Duster 21 inch Ostrich or equal	Lambkin	1	$5.50	$5.50
62	Feather Duster 26 inch Ostrich or equal	Unisan	1	$5.50	$5.50
64	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	Diversey	4	$5.20	$20.80
65	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	Diversey	1	$68.97	$68.97
66	Floor Finish – 1 gal SunnySide1 (Spartan) or equal	Spartan	4	$10.56	$42.24
67	Furniture Polish Aerosol	Spartan	12	$2.61	$31.32
69	Glass Cleaner RTU – 32 oz. (Spartan) or equal	Spartan	12	$1.77	$21.24
72	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Spartan	5	$11.00	$55.00
76	Mop Bucket, 35 Qt. (Wave Brake) w/3" casters or equal	Rubbermaid	1	$45.00	$45.00
78	Mop Handles Wood 54" Junior	Unisan	12	$5.90	$70.80
86	Mosquito Repellent Spray	Off Deep	12	$5.37	$64.44
87	Odor Eliminator - Non Aerosol	Spartan	12	$1.85	$22.20
90	Royal Griddle Bricks for Cleaning Grills 12 box (GBRICK) or equal	Royal	12	$1.97	$23.64
91	Saddle Bag (SB8.5 Clr 6.5x7) or equal	Tidi	2,000	$0.0140	$28.00
93	Scrubbing Cleansers 21 oz. (Comet) or equal	Ajax	24	$1.12	$26.88
94	Soap - Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Spartan	4	$7.66	$30.64
95	Soap Anti-Bacterial – Bar 3.5 oz. (1,000per case)	Safeguard	48	$0.75	$36.00
97	Soap Hand – Liquid – (Bag in Box)	Inopak	12	$2.00	$24.00
98	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	Spartan	12	$2.86	$34.32
101	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz. (Foamy RTU) or equal	Foamy	12	$2.43	$29.16

GULF COAST PAPER CO. INC.
"CONTINUED" AWARDED ITEMS
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

	DESCRIPTION OF ITEM(S)	BRAND	QTY.	UNIT PRICE	PRICE PER CASE
102	Spartan Fresh Scent Deodorant spray 12/18 oz. (Airfresh AER) or equal	Spartan	12	$2.60	$31.20
106	Toilet Dispenser Universal (12" Jumbo Toilet Tissue)	Georgia Pac	1	$15.00	$15.00
107	Toilet Seat Covers	Hospeco	5,000	$0.0056	$28.00
108	Trash Can 55 Gal - XX Large 28 x 58 1.5 Mil	Berry	100	$0.22	$21.50
109	Trash Can & Lids 16 Gal	Rubbermaid	1	$27.00	$27.00
110	Trash Can & Lids 32 Gallon (Rubbermaid) or equal	Continental	1	$24.55	$24.55
111	Trash Cans 10-Gal	Rubbermaid	1	$7.37	$7.37
114	Urinal Deodorant Screens - Screens Only	Tolco	12	$0.75	$9.00
115	Wasp/Hornet Spray	Spartan	12-17oz	$3.55	$42.60
116	Wasp/Hornet Spray - 20 ft. Stream	Spartan	12	$3.55	$42.60
117	Wax Stripper Floor Finish Liquid - High Speed (Vectea) (Johnson & Johnson) or equal	Spartan	4	$10.38	$41.52
118	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	Reynolds	250	$0.0790	$19.75
119	Baggies 4" x 4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	Huckster	1,000	$0.0965	$9.65
120	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	Reynolds	250	$0.0830	$20.75
121	Baggies Ziploc 7x8 Quart Size (Hefty) or equal	No Bid	No Bid	No Bid	No Bid
122	Baggies Freezer Bags 10x11 - 200 ct. (Quick Seal) or equal	Reynolds	200	$0.11	$22.00
123	Butcher Paper 24"	B&H Supp	1000'	$0.0265	$26.50
124	Facial Tissue (Georgia Pacific) equal or better	Georgia Pac	30/100	$0.5830	$17.49
125	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal	Reynolds	2000'	$0.0083	$16.65
126	Film Wrap 18"x3000 - Heavy Duty (Reynolds) or equal	Reynolds	3000'	$0.0092	$27.60
127	Foam Bowls 6oz. w/lids	Dart	1,000	$0.0490	$49.00
128	Foil Wrap 18" Heavy Duty 500 ft (Reynolds) or equal	Reynolds	500'	$0.0550	$27.50
129	Foil Wrap Potato (Reynolds) or equal	Reynolds	3000'	$0.0173	$51.90
130	Laced Dollies (different sizes and types)	No Bid	No Bid	No Bid	No Bid
131	Menu Tissue 12 x 12	Bag Craft	10,000	$0.0084	$84.00
132	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	No Bid	No Bid	No Bid	No Bid
133	Pactiv or equal 9 x 6 5.2.75 foam hinged Tray	Pactiv	150	$0.11	$16.50
134	Pan Liners (Dispozo) 1,000 cs	Bag Craft	1,000	$0.0390	$39.00
135	Paper Bags #10 Brown (Duro) or equal	Duro	500	$0.0270	$13.50
136	Paper Bags #4 Brown (Duro) or equal	Duro	500	$0.0154	$7.70
137	Paper Bags #8 Brown (Duro) or equal	Duro	500	$0.0220	$11.00
138	Paper Bags 1 / 6 BBL Brown 1657 (Duro) or equal	Duro	400	$0.09	$36.00
139	Paper Bags 6lbs. Brown 6BG (Duro) or equal	Duro	500	$0.02	$10.00
140	Paper Cups Portion 10 oz. (Solo) or equal	No Bid	No Bid	No Bid	No Bid
143	Paper Towels Multi Fold	NPS	4,000	$0.0037	$14.80
144	Paper Towels Multi Fold White Bleached 9.25x9.5	NPS	4,000	$0.0044	$17.60
145	Paper Towels (GEP89460) En-motion high capacity - white 10x800 or equal	No Bid	No Bid	No Bid	No Bid
146	Styrofoam Bowl - 6 oz. 1,000 case	Dart	1,000	$0.03	$30.23
147	Styrofoam Bowl - 12 oz. (Pacific 1-0012) equal or better	Pactiv	1,000	$0.0200	$20.00
148	Styrofoam Cup 8 oz. (8J8) or equal	Dart	1,000	$0.02	$20.00
149	Styrofoam Cups oz. ((UJ4) or equal	Dart	1,000	$0.0170	$17.00
150	Styrofoam Plates 6" Laminated	Pactiv	1,000	$0.0223	$22.30
151	Styrofoam Plates 6" Un-Laminated	Pactiv	1,000	$0.0174	$17.40
152	Styrofoam Plates 9" Divided (MobilTJ1-0011) or equal	Pactiv	500	$0.0349	$17.45
153	Styrofoam Plates 9" Laminated	No Bid	No Bid	No Bid	No Bid
154	Styrofoam Plates 9" Un-Laminated	Pactiv	500	$0.0349	$17.45
155	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs. or equal	Pactiv	150	$0.09	$13.50
156	Styrofoam Hinged Lid container 9 3/6 in. x 6 1/2 in. x 2 3/4 in. rectangular white 150/case	Pactiv	150	$0.11	$16.50
157	Toilet Tissue (12/1000 Jr. Jumbo) (Georgia Pacific) or equal	SCA	12	$2.00	$24.00
158	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	Georgia Pac	96/500	$0.3200	$30.72
160	Utensils Forks - Plastic 2,000 ct. (James River WN F2P) or equal	No Bid	No Bid	No Bid	No Bid
161	Utensils Forks - Plastic Dispozo - medium 1,000 ct. (Solo or equal)	D&W Pack	1,000	$0.0115	$11.50
162	Utensils Forks - Plastic Medium weight white 1,000 ct. (Solo or equal)	D&W Pack	1,000	$0.0115	$11.50

GULF COAST PAPER CO. INC.
"CONTINUED" AWARDED ITEMS
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

	DESCRIPTION OF ITEM(S)	BRAND	QTY.	UNIT PRICE	PRICE PER CASE
163	Utensils Forks Clear 1,000 ct.	No Bid	No Bid	No Bid	No Bid
164	Utensils Spoons Plastic (Solo) or equal	D&W Pack	1,000	$0.0115	$11.50
165	Utensils Spoons Plastic 1,000 ct. (Solo) or equal	D&W Pack	1,000	$0.0115	$11.50
166	Utensils Spoons Plastic Dispozo Medium WMS 1,000 ct or equal	D&W Pack	1,000	$0.0115	$11.50
167	Utensils Spoons Plastic Medium Weight white 1,000 ct	D&W Pack	1,000	$0.0115	$11.50
168	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	D&W Pack	250	$0.07	$17.50
169	Vented Lid Dart (12J12) or equal	Dart	1,000	$0.0142	$14.20
170	Vented Lid Dart (8J8) or equal	Dart	1,000	$0.0112	$11.20
171	Vented Lid Dart (20JL) 10/100 case or equal	Dart	1,000	$0.019	$19.00
172	Wipers Workhorse Rags (Kimberly Clark) or equal	KC	912	$0.0578	$52.71
173	Wipers (Kimberly Clark) 15x16.5 white (300 cs.) (K41100) or equal	KC	300	$0.11	$33.00
174	Body Shampoo - Per gallon	Spartan	4	$7.66	$30.64
175	Deodorant - Hygiene	No Bid	No Bid	No Bid	No Bid
176	Lice Killer - Aerosol	No Bid	No Bid	No Bid	No Bid
177	Razors - Double Edged	No Bid	No Bid	No Bid	No Bid
178	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	250	$0.11	$28.50
179	Sanitary Napkins Panty Liners	No Bid	No Bid	No Bid	No Bid
180	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	250	$0.11	$27.50
181	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	250	$0.11	$27.50
182	Shaving Cream	No Bid	No Bid	No Bid	No Bid
183	Toothbrush Firm - Specify Size	No Bid	No Bid	No Bid	No Bid
184	Toothbrush Medium Specify Size	No Bid	No Bid	No Bid	No Bid
185	Toothbrush Soft Specify Size	No Bid	No Bid	No Bid	No Bid
186	Toothpaste Std. Size, Specify Size	No Bid	No Bid	No Bid	No Bid
187	Toothpaste Travel Size, Specify Size	No Bid	No Bid	No Bid	No Bid
189	Buffing Pads 17" White	Americo	5	$2.06	$10.30
193	Stripping Pads 17" Black	Americo	5	$2.06	$10.30
198	Gloves - Latex Small Disposable (Ansell) Yw or equal	Hospeco	1,000	$0.0360	$36.00
199	Gloves - Latex Large Disposable	Hospeco	1,000	$0.0360	$36.00
200	Gloves - Latex Large Non -Disposable Yw (Ansell) or equal	Hospeco	12	$0.47	$5.64
201	Gloves - Latex Medium Non Disposable Yw (Ansell) or equal	Hospeco	12	$0.47	$5.64
202	Gloves - Latex Medium Disposable (Ansell) or equal	Hospeco	1,000	$0.0360	$36.00
203	Gloves - Latex Small Non Disposable Yellow (Ansell) or equal	Hospeco	12	$0.47	$5.64
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	Hospeco	1,000	$0.0491	$49.10
205	Gloves Vinyl, Small Powdered	Hospeco	1,000	$0.0220	$22.00
206	Gloves Vinyl, Medium Powdered	Hospeco	1,000	$0.0220	$22.00
207	Gloves Vinyl, Large Powdered	Hospeco	1,000	$0.0220	$22.00
217	Body Towels Standard Size	No Bid	No Bid	No Bid	No Bid
218	Hand Towels Standard Size	No Bid	No Bid	No Bid	No Bid
222	Trash Liners - Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	Berry	250	$0.0660	$16.50
225	Toilet Brushes - (Standard Size) Plastic	Rubbermaid	1	$1.60	$1.60
226	Toilet Brushes - Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	Rubbermaid	1	$1.60	$1.60
227	Weed Killer (Round Up) or equal	No Bid	No Bid	No Bid	No Bid
228	Weed Killer 55 Gallon concentrated - Specify Dilution	No Bid	No Bid	No Bid	No Bid
229	Spartan Sanitize Quart Food Service 12/32 oz. (SRTU) or equal	Spartan	12	$1.75	$21.00
230	Sprayer (Trigger/Nozzles Only) Red & White	Tolco	1	$0.40	$0.40
231	Bleach Disinfectant Cleaner Dry Air - Hospital	Pure Bright	6	$1.8330	$11.00
233	Bio Hazard Bag Red 40x48 3 mil	Berry	50	$0.5200	$26.00
234	Disinfectant Wipes (Lysol) or equal	Clorox	450	$0.0660	$29.70

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	696P	AMERICO	20	.26	5.20
2	3M Griddle Screens 10 per pack (200) or equal	200	3M-200	20	.35	6.90
3	Air Freshener – Aerosol Asst Scents	12-16oz	Spartan	12	2.67	32.04
4	Air Freshener – Time Mist Asst Scents 6.6 oz		Vectair	12	3.02	36.25
5	Ant & Roach Spray odorless	CR2 16oz	Spartan	12	3.86	46.32
6	Ant & Roach Spray odorless to contain deltametrin	CR2 16oz	Spartan	12	3.86	46.32
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	NABC 32oz	Spartan	12	1.55	18.60
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	32oz	Spartan	12	1.475	17.70
9	Bowl Mops (Rayon) or equal		Toles	1	.60	.60
10	Brooms (Plastic Angle) or equal	UNS932A	Unisan	12	7.05	84.60
11	Brooms – Janitorial Straw	926Y	Unisan	12	7.80	93.60
12	Brooms Maids Straw (Waco) or equal	920Y	Unisan	12	6.90	82.80
13	Carpet Shampoo – Liquid Ammonia Free	EX1	Spartan	4	6.63	26.52
14	Carpet Powder & Deodorizer	16oz	Big D	12	2.65	31.85
15	Carpet Shampoo Liquid	EX1	Spartan	4	6.63	26.52
16	Carpet Spot Remover 32 oz	32oz	Spartan	12	1.65	19.80
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal		Carroll	4	11.00	44.00
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal		DIVERSEY	4	9.60	38.40
19	Cleaner Oven 24 oz. Foam Cleaner	18oz	Spartan	12	3.10	37.20
20	Cleaner Stainless Steel waterless based	16oz	Spartan	12	3.58	43.00
21	Continental 18" rubber floor squeegees (1800) or equal	1800	Continental	1	13.50	13.50
22	Continental 24: rubber floor squeegee (2400) or equal	2400	Continental	1	14.50	14.50
23	Degreaser – 55 gallon	SNB13055	Spartan	1	252.00	252.00
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	9-828ml	Palmolive	9	3.00	27.00
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box		Cream Suds	1	116.00	116.00
26	Detergent Pot & Pan 2-Ltr Clean On The Go (Spar Clean) or equal		Spartan Clean	4	9.95	3980
27	Dish Sanitizer 2-Ltr Sani-T (Spar Clean) or equal		Spartan Clean	4	10.39	41.56
28	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal		NO BID			
29	Dishwashing Liquid 32 oz. (Dawn) or equal	32oz	Spartan	12	3.25	39.00
30	Dishwashing Liquid 42 oz. (Dawn) or equal	828ml	Palmolive	9	3.00	27.00
31	Disinfectant & Deodorizer Cleaner Aerosol		Claire	12	2.166	26.00
32	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pinc1) or equal		Tidal Wave	4	8.25	33.00
33	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal		TidalWave	4	9.25	37.00
34	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	15oz	Spartan	12	2.91	34.92

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Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
35	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time) 15oz	Spartan	12	2.91	34.92
36	Disinfectant Deodorant Spray Hospital 15oz	Spartan	12	2.91	34.92
37	Disinfectant Foam Cleaner – Hospital TNT 18oz	Spartan	12	2.43	29.16
38	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	Spartan	4	11.58	46.33
39	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	Diversey	12	4.98	59.79
40	Disinfectant/Cleaner 1qt. Non-Acid Bathroom Cleaner 32oz	Spartan	12	1.55	18.60
41	Dispenser - Air Freshener Time Mist	Certain	1	24.50	24.50
42	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
43	Dispensers- Liquid Hand Soap (Bulk Soap) 9813	Spartan	1	11.55	11.55
44	Dispensers- Paper Towels Multi Folds Universal (Metal)	Georgia Pacific	1	19.74	19.74
45	Dispensers – Paper Towels Multi Folds Universal (Plastic)	Georgia Pacific	1	24.00	24.00
46	Dust Cloths (Disposable) Yw 24296	Georgia Pacific	200	.288	57.71
47	Dust Cloths – Non Disposable		no Bid		
48	Dust Mop 24"x3 Disposable		no Bid		
49	Dust Mop 24" X 5 Non Disposable	Rubbermaid	12	12.00	144.00
50	Dust Mop 24" x 3 Non Disposable		no Bid		
51	Dust Mop 24" x 5 Disposable	Wilen	12	5.70	68.40
52	Dust Mop Frames 24 x5	Wilen	12	2.15	25.80
53	Dust Mop Handles – Swivel Snap On	Wilen	12	5.40	64.80
54	Dust Mop Treatment (Aerosol) 16oz	Spartan	12	3.09	37.08
55	Dust Mop Treatment TRU Equal 32oz	Spartan	12	1.88	22.56
56	Dust Pan Metal – Lobby or equal 808	Continental	1	16.70	16.70
57	Dust Pan Plastic – Lobby or equal 9126K	Continental	1	7.40	7.40
58	Enzyme Deodorizers – per gallon Liquid Con1	Spartan	4	8.70	34.80
59	Feather Duster Extensions 12 ft Cobweb 8ft	Unger	1	42.62	42.62
60	Feather Duster Extensions 8ft 9442	Unisan	1	8.20	8.20
61	Feather Dusters 21 inch Ostrich or Equal 5263	Lambkin	1	5.50	5.50
62	Feather Dusters 26 inch Ostrich or Equal L26	Unisan	1	5.50	5.50
63	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	no Bid			
64	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	Diversey	4	5.20	20.80
65	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal Vectra5	Diversey	1	68.97	68.97
66	Floor Finish – 1 gal SunnySide1 (Spartan) or equal Sunny Side1	Spartan	4	10.56	42.24
67	Furniture Polish Aerosol citro 18oz	Spartan	12	2.61	31.32
68	Glass Cleaner –Liquid Concentrate (Spartan) or equal Scwc1	Spartan	4	8.35	33.40

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Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
69	Glass Cleaner RTU – 32 oz. (Spartan) or equal	32oz	Spartan	12	1.77	21.24
70	Hand Cleaner – Waterless	Goop 4.5lb	Goop	6	14.83	88.93
71	Hanging Toilet Bowl Blocks		Fresh	12	.817	9.80
72	Heavy Duty Laundry Detergent (for Commercial Laundry System)	5gal	Spartan	5gal	11.00	55.00
73	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equ	6173	Rubbermaid	1	128	128.00
74	Mop Bucket combo Std Size (Rubbermaid 7580) or equal		Continental	1	45.62	45.62
75	Down Press Wringer 35 Qt. Bucket (Wave Brake) or equal	7575	Rubbermaid	1	70.00	70.00
76	Mop Bucket, 35 Qt. (Wave Brake) w/3" casters or equal	7570	Rubbermaid	1	45.00	45.00
77	Mop Handles Fiber Glass 54" Jr. Etc. or equal	81	Impact 81	12	15.14	181.68
78	Mop Handles Wood 54" Junior	QC54	Unisan	12	5.90	70.80
79	Mop Head Cotton – Size 16 oz	16CC	Wiler	12	2.48	29.76
80	Mop Head Cotton - Size 24 oz	24CC	Wiler	12	3.60	43.20
81	Mop Head Cotton – Size 32 oz.	32CC	Wiler	12	4.83	57.96
82	Mop Head Rayon – Size 16 oz.	16RC	Wiler	12	3.60	43.20
83	Mop Head Rayon – Size 24 oz.	24RC	Wiler	12	5.30	63.60
84	Mop Head Rayon – Size 32 oz.	32RC	Wiler	12	6.90	82.80
85	Mosquito Repellent Lotion		no Bid			
86	Mosquito Repellent Spray	6oz	Off Deep Woods	12	5.37	64.44
87	Odor Eliminator – Non Aerosol	3086 32oz	Spartan	12	1.85	22.20
88	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	5362	Goojo	2	23.50	47.00
89	Purell Hand Sanitizer Refill-GOJ545604 or equal		Purell	2	32.50	65.00
90	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal		Royal	12	1.97	23.64
91	Saddle Bag (SB8.5 Clr 6.5x7) or equal	280	Tidi Products	2000	.014	28.66
92	Scouring Sponges Yellow/Green Standard Size 3M/equal	74	3m	20	1.72	34.40
93	Scrubbing Cleansers – 21 oz (Comet) or equal	24oz	Ajax w/Bleach	24	1.12	26.88
94	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal		Spartan Pearl	4gal	7.66	30.64
95	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)		Safeguard	48	.75	36.00
96	Soap Bar – 75 oz. – (1,000 per case)	34 BBS	Sweet Burg	1000	.068	68.00

EXHIBIT "B"
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
97	Soap Hand – Liquid – (Bag in Box) 800 ml	Inofax	12	2.00	24.00
98	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal 32oz	Spartan OT15	12	2.86	34.32
99	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	Spartan	4gal	9.05	36.20
100	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	Spartan Bounce	4gal	12.39	49.56
101	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal 12-32oz	Foamy Q+A	12	2.43	29.16
102	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal 18oz	Spartan Airfresh	12	2.60	31.20
103	Spray Bottles – 24 oz empty bottles or equal	Tolco	1	.47	.47
104	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	Tolco	1	.59	.59
105	Pump #10 1 oz. 1gal. #10 Tube or equal 1gal pump	Conticq	1	1.60	1.60
106	Toilet Dispenser Universal (12" Jumbo toilet Tissue) GP59012	Georgia Pacific	1	15.00	15.00
107	Toilet Seat Covers D55000	Hospeco	5000	.0056	28.20
108	Trash Can 55 Gal –XX Large 28x58 1.5 mil 3858X3B	Berry 1.5mL	100	.215	21.50
109	Trash Cans & Lids 16 Gal Wal 55140356 2	Rubbermaid	1	22.00	22.00
110	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal 3200 64 3201 64	Continental	1	24.55	24.55
111	Trash Cans – 10 Gal 2957BK	Rubbermaid	1	7.37	7.37
112	Urinal Block w/Screens	Fresh Products	12	1.58	18.96
113	Urinal Blocks (Blocks Only)	Fresh Products	12	.81	9.72
114	Urinal Deodorant Screens – Screens Only	Tolco	12	.75	9.00
115	Wasp/Hornet Spray 17oz	Spartan	12	3.55	42.60
116	Wasp/Hornet Spray – 20 Ft Stream 17oz	Spartan	12	3.55	42.60
117	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	Spartan	4gal	10.38	41.52
118	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	Reynolds	250	.079	19.93
119	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	Huckster	1000	.0965	9.65
120	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	Reynolds	250	.083	20.75
121	Baggies Ziploc 7x8 Quart Size (Hefty or equal	Reynolds	500	.05	25.61
122	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	Reynolds	200	.11	22.10
123	Butcher Paper 24" 24X1000'	B+H Supply	1000'	.0265	26.50
124	Facial Tissue (Georgia Pacific) equal or better	Georgia Pacific	30	.583	17.50
125	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal 914	Reynolds	2000'	16.65	16.65

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BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
126	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal 915	Reynolds	3000'	.0092	27.60
127	Foam – Bows 6 oz. w/lids 6620 2052	Dart	1000	.049	49.23
128	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal 624	Reynolds	500'	.055	27.60
129	Foil Wrap Potato (Reynolds) or equal 711	Reynolds	3000	.0173	52.00
130	Laced Dollies (different sizes and types)	No Bid			
131	Menu Tissue 12 x 12 491	Bag Craft	10/1000	.0084	84.00
132	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				
133	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	Pactiv 10205	150	.11	16.50
134	Pan Liners – (Dispozo) 1,000 cs L010	Bag Craft	1000	.039	39.25
135	Paper Bags #10 Brown (Duro) or equal	Duro 6066	500	.027	13.50
136	Paper Bags #4 Brown (Duro) or equal	Duro 486	500	.0154	7.70
137	Paper Bags #8 Brown (Duro) or equal	Duro 886	500	.022	11.00
138	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	Duro 1657	400	.09	36.00
139	Paper Bags 6lb. Brown 6BG (Duro) or equal	Duro 6BG	500	.02	10.00
140	Paper Cups Portion 10 oz (Solo) equal or better		No Bid		
141	Paper Roll Towels Kitchen (Scott 11s9) or equal 27300	Georgia Pacific	30	.80	24.00
142	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	SCA	12/350'	1.46	17.53
143	Paper Towels Multi Fold 21500	NPS	4000	.0037	15.00
144	Paper Towels Multi Folds White Bleached 9.25X9.5 21250	NPS	4000	.0044	17.83
145	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal 800'	Georgia Pacific	12	9.306	55.84
146	Styrofoam Bowl - 6 oz. 1,000 case	Dart 6B20	1000	.03	30.23
147	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	Pactiv TH10012	1000	.020	20.55
148	Styrofoam Cup 8 oz. (8J8) or equal	Dart 8J8	1000	.02	20.00
149	Styrofoam Cups oz. (UJ4) or equal	Dart 4J4	1000	.017	17.00
150	Styrofoam Plates 6" Laminated	Pactiv TH10006	1000	.0223	22.30
151	Styrofoam Plates 6" Un-laminated	Pactiv TH10006	1000	.0174	17.45
152	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	Pactiv TH10009	500	.0349	19.45
153	Styrofoam Plates 9" Laminated		No Bid		
154	Styrofoam Plates 9" Un-laminated	Pactiv	500	.0349	17.45

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BID PAGE
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Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
155	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	Pactiv YTD 19903	150	.09	13.75
156	Styrofoam Hinged Lid container 9 3/6 in. x 6 1/2in. x 2 ¾ in. rectangular white 150/case	Pactiv 10205	150	.11	16.50
157	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	SCA 0922A	6/1000	2.00	24.00
158	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal ALT	Georgia Pacific GPS 12325	80-550 96-500	.45 .320	36.00 30.81
159	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal 2000'	SCA 1222A	6	4.80	28.82
160	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal		No Bid		
161	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	D+W Packaging	1000	.0115	11.50
162	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	D+W Packaging	1000	.0115	11.50
163	Utensils Forks Clear (1,000 ct)		No Bid		
164	Utensils Spoons Plastic (Solo) or equal	D+W Packaging	1000	.0115	11.50
165	Utensils Spoons Plastic 1,000 ct (Solo) or equal	D+W Packaging	1000	.0115	11.50
166	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	D+W Packaging	1000	.0115	11.50
167	Utensils Spoons Plastic medium Weight White (1,000 ct)	D+W Packaging	1000	.0115	11.50
168	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	D+W Packaging	250	.07	17.68
169	Vented Lid-Dart (12J12) or equal	Dart 12JL	1000	.0142	14.20
170	Vented Lid – Dart (8J8) or equal	Dart 8JL	1000	.0112	11.20
171	Vented Lid – Dart (20JL) 10/100 case or equal	Dart 20JL	1000	.019	19.00
172	Wipers Workhorse Rags (Kimberly Clark) or equal	K41200 KC	9/2	.057B	52.80
173	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	K41100 KC	300	.11	33.00
174	Body Shampoo – Per Gallon Item L1	Spartan	4gal	7.96	30.64
175	Deodorant –Hygiene		No Bid		
176	Lice Killer – Aerosol		No Bid		
177	Razors – Double Edged		No Bid		
178	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco 1476	250	.11	28.70
179	Sanitary Napkins Panty Liners		No Bid		
180	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco 1476	250	.11	28.70
181	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal	Hospeco 1476	250	.11	28.70
182	Shaving Cream		No Bid		
183	Toothbrush Firm – Specify Size		No Bid		

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Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
184	Toothbrush Medium Specify Size			No Bid		
185	Toothbrush Soft Specify Size			No Bid		
186	Toothpaste Std Size, Specify Size			No Bid		
187	Toothpaste Travel Size, Specify Size			No Bid		
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal		Americo	5	2.732	13.66
189	Buffing Pads 17" White		Americo	5	2.06	10.30
190	Buffing Pads 20" White		Americo	5	2.732	13.66
191	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal		Karcher	1	1	11.45
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal		Karcher	1	1	30.00
193	Stripping Pads 17" Black		Americo	5	2.06	10.30
194	Stripping Pads 20" Black		Americo	5	2.732	13.66
195	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal		Karcher	10	2.095	20.95
196	Gloves - Food Service Large Clear (Brand Name)		Tidi	1000	.019	19.00
197	Gloves – Food Service – Medium clear (Brand Name)		Tidi	1000	.019	19.00
198	Gloves Latex Small Disposable (Ansell)Yw or equal		Hospeco	1000	.036	36.00
199	Gloves Latex Large Disposable		Hospeco	1000	.036	36.00
200	Gloves Latex Large Non-Disposable Yw (Ansell) or equa	L116L	Hospeco	12	.47	5.64
201	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	L116M	Hospeco	12	.47	5.64
202	Gloves Latex Medium Disposable (Ansell) or equal		Hospeco	1000	.036	36.00
203	Gloves Latex Small Non Disposable Yellow (Ansell) or equal		Hospeco	12	.47	5.64
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	BLUE	Hospeco	1000	.0491	49.10
205	Gloves Vinyl, Small Powdered	V103PS	Hospeco	1000	.022	22.00
206	Gloves Vinyl, Medium Powdered	V103PM	Hospeco	1000	.022	22.00
207	Gloves Vinyl, Large Powdered	V103PL	Hospeco	1000	.022	22.00
208	Gloves Vinyl, Small Powder Free	V103 FS	Hospeco	1000	.024	23.50
209	Gloves Vinyl, Medium Powder Free	V103FM	Hospeco	1000	.024	23.50
210	Gloves Vinyl, Large Powder Free	V103FL	Hospeco	1000	.024	23.50
211	Gloves Latex, Small Powder Free	L105FS	Hospeco	1000	.040	39.74
212	Gloves Latex, Medium Powder Free	L105FM	Hospeco	1000	.040	39.74
213	Gloves Latex, Large Powder Free	L105FL	Hospeco	1000	.040	39.74
214	Gloves Latex, Small Powdered	L105 PS	Hospeco	1000	.036	36.00
215	Gloves Latex, Medium Powdered	L105PM	Hospeco	1000	.036	36.00
216	Gloves Latex, Large Powdered	L105 PL	Hospeco	1000	.036	36.00

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

217	Body Towels Standard Size		No Bid		
218	Hand Towels Standard Size		No Bid		
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	Berry	250	.096	24.00
220	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	Pitt	1000	.032	31.61
221	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	Berry	500	.043	21.30
222	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	Berry	250	.066	16.60
223	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	Berry	1000	.022	21.94
224	Trash Liners – 55 gallons 3858 1.5 mil	Berry	1000	.215	21.50
225	Toilet Brushes (Standard Size) Plastic	Rubbermaid	1	1.60	1.60
226	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	Rubbermaid	1	1.60	1.60
227	Weed Killer (Round Up) or equal		No Bid		
228	Weed Killer 55 Gallon concentrated – Specify Dilution		No Bid		
229	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal D/33oz	Spartan	12	1.75	21.00
230	Sprayer (Trigger/Nozzles Only) red & white	Tolco	1	.40	.40
231	Bleach – Disinfectant Cleaner Dry Air – Hospital 6/96oz	Pure Bright	6	1.833	11.00
232	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal 6/96oz	Pure Bright	6	1.833	11.00
233	Bio-Hazard Bag Red 40 X 48 3 mil	Berry	50	.520	26.00
234	Disinfectant Wipes (Lysol) or equal 6-75	Clorox	450	.066	29.85

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Gulf Coast Paper Co.
ADDRESS: 635 Billy Mitchell Blvd.
CITY/STATE/ZIP CODE: Brownsville, Texas 78521
TELEPHONE NUMBER (956) 541-2281
E-MAIL ADDRESS: GCPC415@aol.com
CELLULAR NUMBERS: (956) 739-6846
FAX NUMBER: (956) 541-2018
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: Jorge A. Guerra
TITLE: Sales Rep.
DATE: 10-3-2016

GULFC-3 OP ID: FJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2016

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 GSM Insurors-Victora P&C P. O. Box 2447 Victoria, TX 77902	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Company	25682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Gulf Coast Paper Co., Inc.
P O Box 4227
Victoria, TX 77903-4227

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 RE UIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			660-1A576276	06/30/2016	06/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-1A635521	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	1,000,000
B	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION 10,000			CUP-3A301589	06/30/2016	06/30/2017	EACH OCCURRENCE AGGREGATE	5,000,000 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1A61230A	06/30/2016	06/30/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
see notes

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD: HOLDER CODE HIDAEDI GULFC-3 PAGE 2
INSURED'S NAME Gulf Coast Paper Co., Inc. OP ID: FJ Date 10/04/2016

The General Liability, Auto Liability, and Excess Liability policies includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto Liability, Excess Liability, and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-116726

Date Filed:
09/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gulf Coast Paper Co
Brownsville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB Project No. (2016-288)
Janitorial Supplies & Industrial Chemical & Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
CAROLINA CLEGHORN
My Commission Expires
January 7, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carolina Cleghorn, this the 4 day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Carolina Cleghorn	Carolina Cleghorn	NOTARY

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-116726

Date Filed:
09/27/2016

Date Acknowledged:
11/02/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gulf Coast Paper Co
Brownsville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB Project No. (2016-288)
Janitorial Supplies & Industrial Chemical & Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CC DISTRIBUTORS, INC., Corpus Christi, TX
AWARDED ITEMS
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

	DESCRIPTION OF ITEM(S)	BRAND	QTY.	UNIT PRICE	PRICE PER CASE
2	3M Griddle Screens 10 per pack (200) or equal	Nexstep	20	$2.40	$48.00
4	Air Freshener - Time Mist Asst. Scents 6.6 oz.	Airworks	12	$2.30	$27.60
9	Bowl Mops (Rayon) or equal	Wilen	144	$0.59	$84.96
10	Brooms (Plastic Angle) or equal	Wilen	12	$5.50	$66.00
11	Brooms - Janitorial Straw	SSS	12	$5.87	$70.44
12	Brooms Maids Straw (Waco) or equal	Lasswell	12	$5.40	$64.80
14	Carpet Powder & Deodorizer	SSS	12	$2.35	$28.20
18	Cleaner - Diversey General Purpose 4/1 Gallons or equal	SSS	4	$9.08	$36.32
20	Cleaner Stainless Steel waterless based	Hillyard	12	$3.38	$40.56
21	Continental 18" Rubber Floor squeegee (1800) or equal	Continental	2	$12.00	$24.00
22	Continental 24" Rubber Floor squeegee (2400) or equal	Continental	2	$14.00	$28.00
24	Detergent - Colgate Palmolive Dishwashing 12 / 32 or equal	Palmolive	9-28oz	$2.90	$26.10
28	Dishwashing Capsules – US Chemicals 6/8 lb. (Failsafe) or equal	Amer Chem	4	$23.33	$93.32
30	Dishwashing Liquid 42 oz. (Dawn) or equal	Dawn	8	$5.12	$40.96
32	Disinfectant Cleaner Carrol Clear Pine Mop 4/1 GAL (Pine1) or equal	Quest	4	$7.20	$28.80
33	Disinfectant Cleaner Carrol Clear Lemon Mop 4/1 Gal (Lemon1) or equal	Quest	4	$7.20	$28.80
34	Disinfectant Deodorant Spray - Hospital (Tuberculicial Rated)	Hillyard	12	$2.88	$34.56
35	Disinfectant Deodorant Spray Aerosol - Hospital (1 Minute Kill time)	Hillyard	12	$2.88	$34.56
36	Disinfectant Deodorant Spray Hospital	Hillyard	12	$2.88	$34.56
39	Disinfectant / Deodorant Spray - Diversely 12/15 oz. (Endbac1) or equal	Hillyard	12	$2.88	$34.56
41	Dispenser - Air Freshener Time Mist	Hillyard	12	$18.00	$216.00
42	Dispenser - Roll Paper Towel - Lever or Crank (Metal or Plastic)	No Bid	No Bid	No Bid	No Bid
47	Dust Cloths - Non Disposable	SSS	24	$0.89	$21.36
48	Dust Mop 24" x 3 Disposable	SSS	12	$5.11	$61.32
49	Dust Mop 24" x 5 Non - Disposable	SSS	12	$6.69	$80.28
50	Dust Mop 24" x 3 Non - Disposable	No Bid	No Bid	No Bid	No Bid
51	Dust Mop 24" x 5 Disposable	Wilen	12	$4.15	$49.80
52	Dust Mop Frames 24 x 5	SSS	12	$2.00	$24.00
53	Dust Mop Handles - Swivel Snap On	Wilen	12	$5.40	$64.80
56	Dust Pan Metal - Lobby or equal	Continental	6	$15.87	$95.22
63	Floor Cleaner - Diversey Citrus Stride Neutral 5 gal Bx. (Stride%) or equal	SSS	2-2.5	$6.76	$33.60
68	Glass Cleaner - Liquid Concentrate (Spartan) or equal	SSS	4	$8.00	$32.00
70	Hand Cleaner - Waterless	Gojo	6	$14.80	$88.80
71	Hanging Toilet Bowl Blocks	Boardwalk	12	$8.75	$105.00
73	Janitorial Cart w/Yellow Vinyl Bag - Rubbermaid (6173) or equal	Continental	1	$99.99	$99.99
74	Mop Bucket Combo Std. Size (Rubbermaid 7580) or equal	Continental	1	$45.00	$45.00
75	Down Press Wringer 35 Qt. Bucket (Wave Brake) or equal	R-Maid	1	$61.45	$61.45
77	Mop Handles Fiber Glass 54"Jr. Etc. or equal	SSS	12	$9.98	$119.76
79	Mop Head Cotton - Size 16 oz.	SSS	12	$2.13	$25.56
80	Mop Head Cotton - Size 24 oz.	SSS	12	$3.01	$36.12
81	Mop Head Cotton - Size 32 oz.	SSS	12	$3.84	$46.08
82	Mop Head Rayon Size 16 oz.	SSS	12	$3.00	$36.00
83	Mop Head Rayon Size 24 oz.	SSS	12	$4.39	$52.68
84	Mop Head Rayon Size 32 oz.	SSS	12	$5.48	$65.76
85	Mosquito Repellent Lotion	Off	12	$5.31	$63.72
88	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	Gojo	2	$23.00	$46.00
89	Purell Hand Sanitizer Refill (GOJ545604) or equal	Gojo	4/1200ml	$19.30	$77.20
92	Scouring Sponges Yw/Green Standard Size 3M or equal	Norton	4	$8.13	$32.52
96	Soap Bar 75 oz. - (1,000 per case)	Boardwalk	1,000	$0.0540	$54.00
99	Spartan antiseptic / antibacterial hand soap 4/1 gal (Anti-Hsoap1) or equal	SSS	4	$8.38	$33.52
100	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	SSS	4	$10.97	$43.88
103	Spray Bottles - 24 oz. empty bottles or equal	Continental	100	$0.42	$42.00
104	Spray Bottles - 32 oz. empty bottles or equal	Continental	100	$0.52	$52.00
105	Pump #10 1 oz. 1 gal. #10 Tube or equal	Continental	144	$1.50	$216.00
112	Urinal Block w/Screens	Nutrend	12	$15.60	$187.20
113	Urinal Blocks (Blocks Only)	Nutrend	12	$4.25	$51.00
121	Baggies Ziploc 7x8 Quart Size (Hefty) or equal	No Bid	No Bid	No Bid	No Bid

CC DISTRIBUTORS, INC., Corpus Christi, TX
"CONTINUED" AWARDED ITEMS
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

	DESCRIPTION OF ITEM(S)	BRAND	QTY.	UNIT PRICE	PRICE PER CASE
130	Laced Dollies (different sizes and types)	No Bid	No Bid	No Bid	No Bid
132	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	No Bid	No Bid	No Bid	No Bid
140	Paper Cups Portion 10 oz. (Solo) or equal	No Bid	No Bid	No Bid	No Bid
141	Paper Roll Towels Kitchen (Scott 11s9) or equal	Bay West	30	$0.7440	$22.32
142	Paper Towels Brown Rolls Standard Size (Georgia Pacific) or equal	Bay West	12/350'	$0.5710	$17.12
145	Paper Towels (GEP89460) En-motion high capacity - white 10x800 or equal	No Bid	No Bid	No Bid	No Bid
153	Styrofoam Plates 9" Laminated	No Bid	No Bid	No Bid	No Bid
159	Toilet Tissue (6/Jumbo 2000 ft.) (Georgia Pacific) or equal	Bay West	6	$4.33	$25.98
160	Utensils Forks - Plastic 2,000 ct. (James River WN F2P) or equal	No Bid	No Bid	No Bid	No Bid
163	Utensils Forks Clear 1,000 ct.	No Bid	No Bid	No Bid	No Bid
175	Deodorant - Hygiene	No Bid	No Bid	No Bid	No Bid
176	Lice Killer - Aerosol	No Bid	No Bid	No Bid	No Bid
177	Razors - Double Edged	No Bid	No Bid	No Bid	No Bid
179	Sanitary Napkins Panty Liners	No Bid	No Bid	No Bid	No Bid
182	Shaving Cream	No Bid	No Bid	No Bid	No Bid
183	Toothbrush Firm - Specify Size	No Bid	No Bid	No Bid	No Bid
184	Toothbrush Medium Specify Size	No Bid	No Bid	No Bid	No Bid
185	Toothbrush Soft Specify Size	No Bid	No Bid	No Bid	No Bid
186	Toothpaste Std. Size, Specify Size	No Bid	No Bid	No Bid	No Bid
187	Toothpaste Travel Size, Specify Size	No Bid	No Bid	No Bid	No Bid
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/box (20MUHSTBP) or equal	Norton	5	$2.71	$13.55
190	Buffing Pads 20" White	Norton	5	$2.71	$13.55
191	Filters Windsor Exhaust for Sensor XP12 Vacuum Cleaner (5143EF) or equal	APC Jan	50	$1.00	$50.00
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	APC Jan	25	$10.00	$250.00
194	Stripping Pads 20" Black	Norton	5	$2.71	$13.55
195	Vac. Bags Windsor for Sensor XP12 Vacuum Cleaner 10pk (Johnson & Johnson) or equal	APC Jan	10	$15.00	$150.00
196	Gloves - Food Service Large Clear (Brand Name)	Ambitex	20-500/cs.	$2.438	$48.75
197	Gloves - Food Service Medium Clear (Brand Name)	Ambitex	20-500/cs.	$2.438	$48.75
205	Gloves Vinyl, Small Powdered	Ambitex	10-100/cs.	$22.00	$22.00
206	Gloves Vinyl, Medium Powdered	Ambitex	10-100/cs.	$22.00	$22.00
207	Gloves Vinyl, Large Powdered	Ambitex	10-100/cs.	$22.00	$22.00
208	Gloves Vinyl, Small Powder Free	Ambitex	10-100/cs.	$22.75	$22.75
209	Gloves Vinyl, Medium Powder Free	Ambitex	10-100/cs.	$22.75	$22.75
210	Gloves Vinyl, Large Powder Free	Ambitex	10-100/cs.	$22.75	$22.75
211	Gloves Latex, Small Powder Free	Ambitex	10-100/cs.	$37.35	$37.35
212	Gloves Latex, Medium Powder Free	Ambitex	10-100/cs.	$37.35	$37.35
213	Gloves Latex, Large Powder Free	Ambitex	10-100/cs.	$37.35	$37.35
214	Gloves Latex, Small Powdered	Ambitex	10-100/cs.	$34.70	$34.70
215	Gloves Latex, Medium Powdered	Ambitex	10-100/cs.	$34.70	$34.70
216	Gloves Latex, Large Powdered	Ambitex	10-100/cs.	$34.70	$34.70
217	Body Towels Standard Size	No Bid	No Bid	No Bid	No Bid
218	Hand Towels Standard Size	No Bid	No Bid	No Bid	No Bid
227	Weed Killer (Round Up) or equal	No Bid	No Bid	No Bid	No Bid
228	Weed Killer 55 Gallon concentrated - Specify Dilution	No Bid	No Bid	No Bid	No Bid
232	Bleach Pure Bright Disinfection 6/cs. (6BLCH) or equal	KIK Pure	6-gal/cs.	$1.77	$10.62

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	SSS 75118 #96	20/bx	$.27 ea	$5.40/bx
2	3M Griddle Screens 10 per pack (200) or equal	NEXSTEP 93188	20-10	$2.40/pk	$48.00/cs
3	Air Freshener – Aerosol Asst Scents	SSS 21XXX	12/cs	$2.85 ea	$34.20/cs
4	Air Freshener – Time Mist Asst Scents 6.6 oz	AIRWORKS 079	12-7oz	$2.30 ea	$27.60/cs
5	Ant & Roach Spray odorless RAID FRAGRANCE FREE 17.5 OZ	RAID 11717	12/cs	$4.04 ea	$48.48/cs
6	Ant & Roach Spray odorless to contain deltametrin	RAID 11717	12/cs	$4.04 ea	$48.48/cs
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	SSS 13007 Pleascent Cl	12qt/cs	$2.12 qt	$25.44/cs
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	SSS 13005 Emulsion	12qt/cs	$2.25 qt	$27.00/cs
9	Bowl Mops (Rayon) or equal	Wilen WJ510000	144/cs	$0.59 ea	$84.96/cs
10	Brooms (Plastic Angle) or equal	Wilen E507012	12/cs	$5.50 ea	$66.00/cs
11	Brooms – Janitorial Straw	SSS 37220 #26	12/cs	$5.87 ea	$70.44/cs
12	Brooms Maids Straw (Waco) or equal	Lasswell 24AC	12/cs	$5.40 ea	$64.80 cs
13	Carpet Shampoo – Liquid Ammonia Free	SSS 48007 Shampoo	4 gal/cs	$ 11.19 gl	$44.76/cs
14	Carpet Powder & Deodorizer	SSS 08019	12-16oz	$2.35 ea	$28.20/cs
15	Carpet Shampoo Liquid	SSS 48007 Shampoo	4 gal/cs	$11.19 gl	$44.76/cs
16	Carpet Spot Remover 32 oz	SSS 48017 Spotter	12qt/cs	$3.51 qt	$42.12/cs
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	SSS 13102 Pleascent	4 gal/cs	$13.65 gl	$54.60/cs
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	SSS 13140 Primo M/P	4 gal/cs	$9.08 gl	$36.32/cs
19	Cleaner Oven 24 oz. Foam Cleaner	SSS 21023 Oven Cleaner	12-20oz	$3.28 ea	$39.36/cs
20	Cleaner Stainless Steel waterless based	Hillyard HIL103455 Oil Ba	12/cs	$3.38 ea	$40.56/cs
21	Continental 18" rubber floor squeegees (1800) or equal	Continental 1800	2/cs	$12.00 ea	$24.00/cs
22	Continental 24: rubber floor squeegee (2400) or equal	Continental 2400	2/cs	$14.00 es	$28.00/cs
23	Degreaser – 55 gallon	SSS 48092 Breakaway	55 gal	$4.92 gl	$278.68 dr
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	Palmolive #46303	9-28oz	$2.90 ea	$26.10/cs
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box				NO BID
26	Detergent Pot & Pan 2-Ltr Clean On The Go (Spar Clean) or equal				NO BID
27	Dish Sanitizer 2-Ltr Sani-T (Spar Clean) or equal				NO BID
28	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	Amer Chem 200255	4-8#/cs	$23.33 ea	$93.32/cs
29	Dishwashing Liquid 32 oz. (Dawn) or equal	Dawn 45112	8-38oz	$5.12 ea	$40.96/cs
30	Dishwashing Liquid 42 oz. (Dawn) or equal	Dawn 45112	8-38oz	$5.12 ea	$40.96/cs
31	Disinfectant & Deodorizer Cleaner Aerosol	SSS 21006 Foam Disinf Clnr	12-19oz/cs	$2.73 ea	$32.76/cs
32	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	Quest #3750	4 gal/cs	$7.20 gl	$28.80/cs
33	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	Quest #3760	4 gal/cs	$7.20 gl	$28.80/cs
34	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	Hillyard HIL0105654	12-16oz	$2.88 ea	$34.56/cs

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
35	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	Hillyard HIL0105654	12-16oz	$2.88 ea	$34.56/cs
36	Disinfectant Deodorant Spray Hospital	Hillyard HIL0105654	12-16oz	$2.88 ea	$34.56/cs
37	Disinfectant Foam Cleaner – Hospital	SSS 21006oam Disinf Clnr	12-19oz	$2.73 ea	$32.76/cs
38	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	SSS V01-14MN ProVet Logic	4 gal/cs	$26.83 gl	107.32/cs
39	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	Hillyard HIL0105654	12-16oz	$2.88 ea	$34.56/cs
40	Disinfectant/Cleaner 1qt. Non-Acid Bathroom Cleaner	SSS #48096 Fast Break	12 qt/cs	$2.28 ea	$27.36/cs
41	Dispenser - Air Freshener Time Mist	Hillyard HIL20400	12/cs	$18.00 ea	$216.00/cs
42	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	Continental 675 Metal Crank	6/cs		
43	Dispensers- Liquid Hand Soap (Bulk Soap)	Continental 730 Plastic 30oz	12/cs	$12.00	$144.00/cs
44	Dispensers- Paper Towels Multi Folds Universal (Metal)	Continental 991C Chrome	6/cs	$28.48	$170.88/cs
45	Dispensers – Paper Towels Multi Folds Universal (Plastic)	Bobrick 5262	each	$21.80 ea	$21.80 ea
46	Dust Cloths (Disposable) Yw	Chicopee 0911 2424	2-50pk/cs	$27.35/pk	$54.70/cs
47	Dust Cloths – Non Disposable 16x16 Microfiber Cloth	SSS 19040	24/cs	$.89 ea	$21.36/cs
48	Dust Mop 24"x3 Disposable	SSS 37101	12/cs	$5.11 ea	$61.32/cs
49	Dust Mop 24" X 5 Non Disposable	SSS 36665	12/cs	$6.69 ea	$80.28/cs
50	Dust Mop 24" x 3 Non Disposable				NO BID
51	Dust Mop 24" x 5 Disposable	Wilen C401024	12/cs	$4.15 ea	$49.80/cs
52	Dust Mop Frames 24 x5	SSS 37373	12/cs	$2.00	$24.00/cs
53	Dust Mop Handles – Swivel Snap On	Wilen C801060	12/cs	$5.40 ea	$64.80/cs
54	Dust Mop Treatment (Aerosol)	SSS 21010	12/cs	$3.18 ea	$38.16/cs
55	Dust Mop Treatment TRU Equal				NO BID
56	Dust Pan Metal – Lobby or equal	Continental #808	6/cs	$15.87 ea	$95.22/cs
57	Dust Pan Plastic – Lobby or equal	NexStep 96208	6/cs	$7.76 ea	$46.56/cs
58	Enzyme Deodorizers – per gallon Liquid	SSS 48099 Alley OOP	4 gal/cs	$8.93 gl	$35.72/cs
59	Feather Duster Extensions 12 ft				NO BID
60	Feather Duster Extensions 8ft				NO BID
61	Feather Dusters 21 inch Ostrich or Equal	Boardwalk 20GY	12/cs	$15.04 ea	$180.48/cs
62	Feather Dusters 26 inch Ostrich or Equal	Boardwalk 28GY	12/cs	$20.48 ea	$245.76/cs
63	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	SSS 48133 Power Play	2-2.5gal/cs	$6.76 gl	$33.60/cs
64	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	SSS 48102 Power Play	4 gal/cs	$6.60 gl	$26.40/cs
65	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	SSS 48104 DownForce	2-2.5gal/cs	$14.41 g	$72.05/cs
66	Floor Finish – 1 gal SunnySide1 (Spartan) or equal	SSS 13117 Omega 20	4 gal/cs	$15.87 g	$63.48/cs
67	Furniture Polish Aerosol	Hillyard HIL0103155	12-16oz	$2.49 ea	$29.88/cs
68	Glass Cleaner –Liquid Concentrate (Spartan) or equal	SSS 48114 Clear Out	4 gal/cs	$8.00 gl	$32.00/cs

EXHIBIT "B"
BID PAGE
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B

Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
69	Glass Cleaner RTU – 32 oz. (Spartan) or equal	SSS 48112 Clear Out	12qt/cs	$2.20 ea	$26.40/cs
70	Hand Cleaner – Waterless	GoJo 111-06	6-4.5#/cs	$14.80 ea	$88.80/cs
71	Hanging Toilet Bowl Blocks	Boardwalk 04	12dz/cs	$8.75 dz	$105.00/cs
72	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Amer Chem #900903	5-gal Pail	$99.45 pl	$99.45 pl
73	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	Continental 184GY/BL	EACH	$99.99 ea	$99.99 ea
74	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	Continental 335-312YW	EACH	$45.00 ea	$45.00 ea
75	Down Press Wringer 35 Qt. Bucket (Wave Brake) or equal	R-Maid #7580-88	EACH	$61.45 ea	$61.45 ea
76	Mop Bucket, 35 Qt. (Wave Brake) w/3" casters or equal	R-Maid #7580-88	EACH	$61.45 ea	$61.45 ea
77	Mop Handles Fiber Glass 54" Jr. Etc. or equal	SSS 36269	12/cs	$9.98 ea	$119.76/cs
78	Mop Handles Wood 54" Junior	SSS 37798	12/cs	$6.20 ea	$74.40/cs
79	Mop Head Cotton – Size 16 oz		12/cs	$2.13 ea	$25.56/cs
80	Mop Head Cotton - Size 24 oz	SSS 37657 SSS 37659	12/cs	$3.01 ea	$36.12/cs
81	Mop Head Cotton – Size 32 oz.	SSS 37660	12/cs	$3.84 ea	$46.08/cs
82	Mop Head Rayon – Size 16 oz.	SSS 37002	12/cs	$3.00 ea	$36.00/cs
83	Mop Head Rayon – Size 24 oz.	SSS 37004	12/cs	$4.39 ea	$52.68/cs
84	Mop Head Rayon – Size 32 oz.	SSS 37005	12/cs	$5.48 ea	$65.76/cs
85	Mosquito Repellent Lotion	OFF! Family Care Pump	12-6oz/cs	$5.31 ea	$63.72/cs
86	Mosquito Repellent Spray	Deep Woods OFF!	12-6oz/cs	$5.49 ea	$65.88/cs
87	Odor Eliminator – Non Aerosol	SSS 13102 Pleascent	4gal/cs	$13.65 gl	$54.60/cs
88	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	GoJo 5362-02	2-1200ml/cs	$23.00 ea	$46.00/cs
89	Purell Hand Sanitizer Refill-GOJ545604 or equal	GoJo 5456-04	4-1200ml/cs	$19.30 ea	$77.20/cs
90	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				NO BID
91	Saddle Bag (SB8.5 Clr 6.5x7) or equal				NO BID
92	Scouring Sponges Yellow/Green Standard Size 3M/equal	Norton 59403 #74	4-10/cs	$8.13 pk	$32.52/cs
93	Scrubbing Cleansers – 21 oz (Comet) or equal	Ajax 14278	24-21oz/cs	$1.125 ea	$27.00/cs
94	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	SSS 13023 Control Medicated	4 gal/cs	$8.38 gl	$33.52/cs
95	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	Dial 00910	72/cs	$.98 ea	$70.56/cs
96	Soap Bar – 75 oz. – (1,000 per case)	Boardwalk NO34Soap	1000/cs	$.054 ea	$54.00/cs

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Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
97	Soap Hand – Liquid – (Bag in Box)	SSS 44105	12-800ml	$2.53 ea	$30.36/cs
98	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal				NO BID
99	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	SSS 13023 Control Medicated	4 gl/cs	$8.38 gl	$33.52/cs
100	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	SSS 13096 Meteor	4 gl/cs	$10.97 gl	$43.88/cs
101	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	SSS 13142 Shower Max	12qt/cs	$2.61 ea	$31.36/cs
102	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	SSS 21XXX	12/10oz/cs	$2.95 ea	$35.40/cs
103	Spray Bottles – 24 oz empty bottles or equal	Continental 924B	100/cs	.42 ea	$42.00/cs
104	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	Continental 932bg	100/cs	.52 ea	$52.00/cs
105	Pump #10 1 oz. 1gal. #10 Tube or equal	Continental 10H	144/cs	$1.50 ea	$216.00/cs
106	Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Bay West 887	Each	$25.00 ea	$25.00 ea
107	Toilet Seat Covers	NuTrend HG-5000	20-250/cs	$1.97 pk	$39.40/cs
108	Trash Can 55 Gal –XX Large 28x58 1.5 mil	SSSCR602B	100/cs	$31.42 cs	$31.42/cs
109	Trash Cans & Lids 16 Gal	Continental 8316/7325	4/cs	$46.70 set	$186.80/cs
110	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	Continental 3200/3201	6/cs	$25.52 set	$153.12/cs
111	Trash Cans – 10 Gal	Continental 1001GY	6/cs	$8.45 ea	$50.70/cs
112	Urinal Block w/Screens	NuTrend 01901	12dz/cs	$15.60 dz	$187.20/cs
113	Urinal Blocks (Blocks Only)	NuTrend 04901	12dz/cs	$4.25 dz	$51.00/cs
114	Urinal Deodorant Screens – Screens Only	NuTrend 03901	12dz/cs	$9.53 dz	$114.36/cs
115	Wasp/Hornet Spray	Enforcer FWH16	12-16oz/cs	$3.92 ea	$43.92/cs
116	Wasp/Hornet Spray – 20 Ft Stream	Enforcer EWHIK16	12-16oz/cs	$3.92 ea	$43.92/cs
117	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	SSS 48104 DownForce	2-2.5gl/cs	$14.41 gl	$72.05/cs
118	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal				NO BID
119	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal				NO BID
120	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				NO BID
121	Baggies Ziploc 7x8 Quart Size (Hefty or equal				NO BID
122	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				NO BID
123	Butcher Paper 24"				NO BID
124	Facial Tissue (Georgia Pacific) equal or better	BayWest 13000 EcoSoft	30-100/cs	6173 bx	$18.52/cs
125	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal				NO BID

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
126	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal				NO BID
127	Foam – Bows 6 oz. w/lids				NO BID
128	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal				NO BID
129	Foil Wrap Potato (Reynolds) or equal				NO BID
130	Laced Doilies (different sizes and types)				NO BID
131	Menu Tissue 12 x 12				NO BID
132	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				NO BID
133	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray				NO BID
134	Pan Liners – (Dispozo) 1,000 cs				NO BID
135	Paper Bags #10 Brown (Duro) or equal				NO BID
136	Paper Bags #4 Brown (Duro) or equal				NO BID
137	Paper Bags #8 Brown (Duro) or equal				NO BID
138	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal				NO BID
139	Paper Bags 6lb. Brown 6BG (Duro) or equal				NO BID
140	Paper Cups Portion 10 oz (Solo) equal or better				NO BID
141	Paper Roll Towels Kitchen (Scott 11s9) or equal	Bay West 41000 EcoSoft	30 rl/cs	$.744 rl	$22.32/cs
142	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	Bay West 46200 EcoSoft	12-350'/cs	$.571 rl	$17.12/cs
143	Paper Towels Multi Fold	Bay West 48000 EcoSoft	16-250/cs	$.953 pk	$15.25/cs
144	Paper Towels Multi Folds White Bleached 9.25X9.5	Bay West 48500 EcoSoft	16-250/cs	1.243 pk	$19.88/cs
145	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				NO BID
146	Styrofoam Bowl - 6 oz. 1,000 case				NO BID
147	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better				NO BID
148	Styrofoam Cup 8 oz. (8J8) or equal				NO BID
149	Styrofoam Cups oz. (UJ4) or equal				NO BID
150	Styrofoam Plates 6" Laminated				NO BID
151	Styrofoam Plates 6" Un-laminated				NO BID
152	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				NO BID
153	Styrofoam Plates 9" Laminated				NO BID
154	Styrofoam Plates 9" Un-laminated				NO BID

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BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
155	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				NO BID
156	Styrofoam Hinged Lid container 9 3/6 in. x 6 1/2in. x 2 ¾ in. rectangular white 150/case				NO BID
157	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	BayWest 1002 EcoSoft	12-1000'/cs	$2.007 rl	$24.08/cs
158	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	BayWest 54000 EcoSoft	96-500/cs	$.36 rl	$34.55
159	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	BayWest 2002 EcoSoft	6-2000'/cs	$4.33 rl	$25.98/cs
160	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				NO BID
161	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal				NO BID
162	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				NO BID
163	Utensils Forks Clear (1,000 ct)				NO BID
164	Utensils Spoons Plastic (Solo) or equal				NO BID
165	Utensils Spoons Plastic 1,000 ct (Solo) or equal				NO BID
166	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal				NO BID
167	Utensils Spoons Plastic medium Weight White (1,000 ct)				NO BID
168	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				NO BID
169	Vented Lid-Dart (12J12) or equal				NO BID
170	Vented Lid – Dart (8J8) or equal				NO BID
171	Vented Lid – Dart (20JL) 10/100 case or equal				NO BID
172	Wipers Workhorse Rags (Kimberly Clark) or equal	Kimberly Clark 41300	152/bx	$24.91 bx	$24.91/bx
173	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	Kimberly Clark 41100	300/bx	$38.00 bx	$38.00/bx
174	Body Shampoo – Per Gallon	SSS 13021 LHS	4 gl/cs	$8.49 gl	$33.96/cs
175	Deodorant –Hygiene				NO BID
176	Lice Killer – Aerosol				NO BID
177	Razors – Double Edged				NO BID
178	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	NuTrend Maxi #4	250/cs	$.126 ea	$31.50/cs
179	Sanitary Napkins Panty Liners				NO BID
180	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	NuTrend Maxi #4	250/cs	$.126 ea	$31.50/cs
181	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal	NuTrend Ultra Thin MT-4	250/cs	$.126 ea	$31.50/cs
182	Shaving Cream				NO BID
183	Toothbrush Firm – Specify Size				NO BID

REVISED EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
184	Toothbrush Medium Specify Size				NO BID
185	Toothbrush Soft Specify Size				NO BID
186	Toothpaste Std Size, Specify Size				NO BID
187	Toothpaste Travel Size, Specify Size				NO BID
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	Norton Merit 80069 Natural	5/cs	$2.71 ea	$13.55/cs
189	Buffing Pads 17" White	Norton Merit 90061	5/cs	$2.29 ea	$11.45/cs
190	Buffing Pads 20" White	Norton Merit 80064	5/cs	$2.71 ea	13.55/cs
191	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	APC JAN-IVF-282	50/cs	$1.00 ea	$50.00/cs
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	APC JAN-IVF155	25/cs	$10.00 ea	$250.00/cs
193	Stripping Pads 17" Black	Norton Merit 80020	5/cs	$2.29 ea	$11.45/cs
194	Stripping Pads 20" Black	Norton Merit 80023	5/cs	$2.71 ea	$13.55/cs
195	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	APC JANWISEN-3	10-10/cs	$15.00 pk	$150.00/cs
196	Gloves - Food Service Large Clear (Brand Name)	Ambitex P6505	20-500/cs	$2.438 bx	$48.75/cs
197	Gloves – Food Service – Medium clear (Brand Name)	Ambitex P6505	20-500/cs	$2.438 bx	$48.75/cs
198	Gloves Latex Small Disposable (Ansell)Yw or equal	Ambitex L116L	10dz/cs	$6.24 dz	$62.40/cs
199	Gloves Latex Large Disposable	Ambitex L116L	10dz/cs	$6.24 dz	$62.40/cs
200	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Ambitex L6500	12dz/cs	$6.00 dz	$72.00/cs
201	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	Ambitex L6500	12dz/cs	$6.00 dz	$72.00/cs
202	Gloves Latex Medium Disposable (Ansell) or equal	Ambitex L116L	10dz/cs	$6.24 dz	$62.40/cs
203	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	Ambitex L6500	12dz/cs	$6.00 dz	$72.00/cs
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	Ambitex NTL650	12dz/cs	$11.02 dz	$132.24/cs
205	Gloves Vinyl, Small Powdered	Ambitex V5101	10-100/cs	$22.00/cs	$22.00/cs
206	Gloves Vinyl, Medium Powdered	Ambitex V5101	10-100/cs	$22.00/cs	$22.00/cs
207	Gloves Vinyl, Large Powdered	Ambitex V5101	10-100/cs	$22.00/cs	$22.00/cs
208	Gloves Vinyl, Small Powder Free	Ambitex V5201	10-100/cs	$22.75/cs	$22.75/cs
209	Gloves Vinyl, Medium Powder Free	Ambitex V5201	10-100/cs	$22.75/cs	$22.75/cs
210	Gloves Vinyl, Large Powder Free	Ambitex V5201	10-100/cs	$22.75/cs	$22.75/cs
211	Gloves Latex, Small Powder Free	Ambitex L5201	10-100/cs	$37.35/CS	$37.35/CS
212	Gloves Latex, Medium Powder Free	Ambitex L5201	10-100/cs	$37.35/CS	$37.35/CS
213	Gloves Latex, Large Powder Free	Ambitex L5201	10-100/cs	$37.35/CS	$37.35/CS
214	Gloves Latex, Small Powdered	Ambitex L5101	10-100/cs	$34.70/CS	$34.70/CS
215	Gloves Latex, Medium Powdered	Ambitex L5101	10-100/cs	$34.70/CS	$34.70/CS
216	Gloves Latex, Large Powdered	Ambitex L5101	10-100/cs	$34.70/CS	$34.70/CS

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

217	Body Towels Standard Size				NO BID
218	Hand Towels Standard Size				NO BID
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	SSS N404816CR	250/cs	$.1087 ea	$27.18/cs
220	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	SSS CR32LB .3mil	1000/cs	$.0253 ea	$25.30/cs
221	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	SSS N303713CR	500/cs	$.0478 ea	$23.92/cs
222	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	SSS N334016CR	250/cs	$.0753 ea	$18.82/cs
223	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	SSS N243308CR	1000/cs	$.0223 ea	$22.30/cs
224	Trash Liners – 55 gallons	SSS CRS60GY 1.15mil	100/cs	$ .25 ea	$25.00/cs
225	Toilet Brushes (Standard Size) Plastic	Continental J501001	12/cs	$2.15 ea	$25.80/cs
226	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	Rubbermaid 6310	24/cs	$2.40 ea	$57.60/cs
227	Weed Killer (Round Up) or equal				NO BID
228	Weed Killer 55 Gallon concentrated – Specify Dilution				NO BID
229	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	Amer Chemical 170011702	6-qt/cs	$3.22 ea	$19.32/cs
230	Sprayer (Trigger/Nozzles Only) red & white	Continental 902RW9	200/cs	.41 ea	$82.00?cs
231	Bleach – Disinfectant Cleaner Dry Air – Hospital				NO BID
232	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	KIK Pure Bright	6-gal/cs	$1.77 gl	$10.62/cs
233	Bio-Hazard Bag Red 40 X 48 3 mil				NO BID
234	Disinfectant Wipes (Lysol) or equal	Clorox #15948	6-75ct/cs	$5.11 ct	$30.66/cs

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: C C DISTRIBUTORS, INC.

ADDRESS: 210 McBRIDE LANE

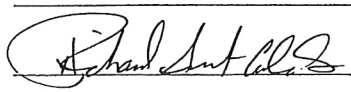
CITY/STATE/ZIP CODE: CORPUS CHRISTI, TEXAS 78408

TELEPHONE NUMBER 361-289-0200

E-MAIL ADDRESS: RCole@CCDistributors.coMGonzales@CCDistributors.com

CELLULAR NUMBERS: 956-873-3555 Mario GonzalesPaul Vera @ 361-765-1483

FAX NUMBER: 361-289-2021

AUTHORIZED SIGNATURE: 

PRINTED NAME: Richard E. Cole, Sr.

TITLE: Purchasing

DATE: 3 October, 2016

CCDIS-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2016

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 Borden Insurance P. O. Box 1066 Corpus Christi, TX 78403-1066 Allen Borden, CIC, CPCU	CONTACT NAME: Borden Insurance PHONE (A/C, No, Ext): 361-882-6543 FAX (A/C, No): 361-654-2008 E-MAIL ADDRESS: mail@bordenins.com
INSURED CC Distributors, Inc; Fin, Inc 210 Mc Bride Lane Corpus Christi, TX 78408	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Company INSURER B : The Travelers Ind Co of Conn INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			Y-660-3F86965A-TIA-15	01/01/2016	01/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA-3F86965A	01/01/2016	01/01/2017	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			YSMCUP-3F86965A	01/01/2016	01/01/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			YEUB-3F86965-A-15	01/01/2016	01/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy includes Blanket Additional Insured and Blanket 30 Day Notice of Cancellation (except 10 days for non payment of premium) when required by written contract. This would apply in favor of the certificate holder.

CERTIFICATE HOLDER

HIDA-03

Hidalgo County
Purchasing Dept
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

Carie Ann Roach Executive Vice President

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-131572

Date Filed:
11/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
C C Distributors, Inc.
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-288A
Custodial Supplies & Equipment, Industrial Chemicals and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

KAREN DUBOSE
7019317
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 25, 2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard E Cole Sr, this the 1st day of Nov, 2016, to certify which, witness my hand and seal of office.

Karen DuBose — Karen DuBose — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-131572

Date Filed:
11/01/2016

Date Acknowledged:
11/02/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C C Distributors, Inc.
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-288A
Custodial Supplies & Equipment, Industrial Chemicals and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

UNIPAK CORP., Brooklyn, NY
AWARDED ITEMS
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

	DESCRIPTION OF ITEM(S)	BRAND	QTY.	UNIT PRICE	PRICE PER CASE
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	UPC	250	$0.09196	$22.99
220	Trash Liners - Pitt Plastics 23x33 12-16 gal Black 1000 cs. (32 BL) or equal	UPC	1,000	$0.0245	$24.50
221	Trash Liners - Large Trash Can 13 MIC 30x37 High Density Can Liners	UPC	500	$0.04396	$21.98
223	Trash Liners - Tall Trash Can 8 MIC 24x33 High Density Can Liners	UPC	1,000	$0.0208	$20.80

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
184	Toothbrush Medium Specify Size				
185	Toothbrush Soft Specify Size				
186	Toothpaste Std Size, Specify Size				
187	Toothpaste Travel Size, Specify Size				
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal				
189	Buffing Pads 17" White				
190	Buffing Pads 20" White				
191	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
193	Stripping Pads 17" Black				
194	Stripping Pads 20" Black				
195	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
196	Gloves - Food Service Large Clear (Brand Name)				
197	Gloves – Food Service – Medium clear (Brand Name)				
198	Gloves Latex Small Disposable (Ansell)Yw or equal				
199	Gloves Latex Large Disposable				
200	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
201	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
202	Gloves Latex Medium Disposable (Ansell) or equal				
203	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
205	Gloves Vinyl, Small Powdered				
206	Gloves Vinyl, Small Powdered				
207	Gloves Vinyl, Small Powdered				
208	Gloves Vinyl, Small Powder Free				
209	Gloves Vinyl, Medium Powder Free				
210	Gloves Vinyl, Large Powder Free				
211	Gloves Latex, Small Powder Free				
212	Gloves Latex, Small Powder Free				
213	Gloves Latex, Small Powder Free				
214	Gloves Latex, Small Powdered				
215	Gloves Latex, Small Powdered				
216	Gloves Latex, Small Powdered				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

		Brand	Qty	Unit Price	Price
217	Body Towels Standard Size				
218	Hand Towels Standard Size				
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	UPC	250/cs	.0996	22.99
220	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	UPC	1000/cs	.0245	24.50
221	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	UPC	500/cs	.04396	21.98
222	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	UPC	250/cs	.06996	17.49
223	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	UPC	1000/cs	.0208	20.80
224	Trash Liners – 55 gallons 38x58 1.5 mil Black	UPC	100/cs	.2295	22.95
225	Toilet Brushes (Standard Size) Plastic				
226	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
227	Weed Killer (Round Up) or equal				
228	Weed Killer 55 Gallon concentrated – Specify Dilution				
229	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
230	Sprayer (Trigger/Nozzles Only) red & white				
231	Bleach – Disinfectant Cleaner Dry Air – Hospital				
232	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
233	Bio-Hazard Bag Red 40 X 48 3 mil				
234	Disinfectant Wipes (Lysol) or equal				

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Unipak Corp
ADDRESS: POB 300027
CITY/STATE/ZIP CODE: Brooklyn, NY 11230
TELEPHONE NUMBER 718-677-1065
E-MAIL ADDRESS: Unipakcorp@aol.com
CELLULAR NUMBERS: 917-582-5413
FAX NUMBER: 718-677-9371
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: BRIAN MARCUS
TITLE: PRES.
DATE: 9/30/16

UNIPA-1 OP ID: JG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2016

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
JFA Ins Brkge & Assoc Inc.
25 31 Francis Lewis Blvd.
Bayside, NY 11358
Big Apple Benefits Inc.

CONTACT NAME: Fran Salomon
PHONE (A/C, No, Ext): 718-767-4040 FAX (A/C, No): 718-352-7935
E-MAIL ADDRESS: fran@jfainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Unipak Corp
2766 East 63rd St
Brooklyn, NY 11234

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		LDYA910311	04/26/2016	04/26/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	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						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per the blanket additional insured endorsement, County of Hidalgo is listed as Additional Insured.
Subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

COUNTOH

County of Hidalgo
2802 South Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Francis Salomon

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2016

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
StateFarm STEVE BERNSTEIN AGENCY, INC. 1301 CONEY ISLAND AVENUE BROOKLYN, NEW YORK 11230	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
UNIPAK CORP.
PO BOX 30027
BROOKLYN, NEW YORK 11230

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		92-B3-U005-3	04/09/2016	04/09/2017	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	DISABILITY BENEFITS			92-CP-8027-3	07/01/2016	07/01/2017	STATUTORY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOCATION 2759 STRICKLAND AVENUE BROOKLYN, NEW YORK 11234

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S. HIGHWAY 281
EDINBURG, TEXAS 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-115403

Date Filed:
09/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Unipak Corp.
Brooklyn, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-288-10-05-FAZ
Janitorial Supplies & Industrial Chemicals & Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Marcus, Brian	Brooklyn, NY United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MICHAEL PICCINNINI
Notary Public, State of New York
No. 01PI6033812
Qualified in Kings County
Commission Expires November 29, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brian Marcus, this the 30 day of Sept, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Michael Piccinnini — Printed name of officer administering oath | Notary Public — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-115403

Date Filed:
09/22/2016

Date Acknowledged:
11/02/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Unipak Corp.
Brooklyn, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-288-10-05-FAZ
Janitorial Supplies & Industrial Chemicals & Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Marcus, Brian	Brooklyn, NY United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ALL AMERICAN POLY - Piscataway, NJ
AWARDED ITEM
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

	DESCRIPTION OF ITEM(S)	BRAND	QTY.	UNIT PRICE	PRICE PER CASE
224	Trash Liners - 1.5 MIL 38x58 Black	All American Poly	100	0.16	$16.05

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal				
2	3M Griddle Screens 10 per pack (200) or equal				
3	Air Freshener – Aerosol Asst Scents				
4	Air Freshener – Time Mist Asst Scents 6.6 oz				
5	Ant & Roach Spray odorless				
6	Ant & Roach Spray odorless to contain deltametrin				
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered				
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered				
9	Bowl Mops (Rayon) or equal				
10	Brooms (Plastic Angle) or equal				
11	Brooms – Janitorial Straw				
12	Brooms Maids Straw (Waco) or equal				
13	Carpet Shampoo – Liquid Ammonia Free				
14	Carpet Powder & Deodorizer				
15	Carpet Shampoo Liquid				
16	Carpet Spot Remover 32 oz				
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal				
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal				
19	Cleaner Oven 24 oz. Foam Cleaner				
20	Cleaner Stainless Steel waterless based				
21	Continental 18" rubber floor squeegees (1800) or equal				
22	Continental 24: rubber floor squeegee (2400) or equal				
23	Degreaser – 55 gallon				
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal				
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box				
26	Detergent Pot & Pan 2-Ltr Clean On The Go (Spar Clean) or equal				
27	Dish Sanitizer 2-Ltr Sani-T (Spar Clean) or equal				
28	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				
29	Dishwashing Liquid 32 oz. (Dawn) or equal				
30	Dishwashing Liquid 42 oz. (Dawn) or equal				
31	Disinfectant & Deodorizer Cleaner Aerosol				
32	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal				
33	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal				
34	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
35	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				
36	Disinfectant Deodorant Spray Hospital				
37	Disinfectant Foam Cleaner – Hospital				
38	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent				
39	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal				
40	Disinfectant/Cleaner 1qt. Non-Acid Bathroom Cleaner				
41	Dispenser - Air Freshener Time Mist				
42	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
43	Dispensers- Liquid Hand Soap (Bulk Soap)				
44	Dispensers- Paper Towels Multi Folds Universal (Metal)				
45	Dispensers – Paper Towels Multi Folds Universal (Plastic)				
46	Dust Cloths (Disposable) Yw				
47	Dust Cloths – Non Disposable				
48	Dust Mop 24"x3 Disposable				
49	Dust Mop 24" X 5 Non Disposable				
50	Dust Mop 24" x 3 Non Disposable				
51	Dust Mop 24" x 5 Disposable				
52	Dust Mop Frames 24 x5				
53	Dust Mop Handles – Swivel Snap On				
54	Dust Mop Treatment (Aerosol)				
55	Dust Mop Treatment TRU Equal				
56	Dust Pan Metal – Lobby or equal				
57	Dust Pan Plastic – Lobby or equal				
58	Enzyme Deodorizers – per gallon Liquid				
59	Feather Duster Extensions 12 ft				
60	Feather Duster Extensions 8ft				
61	Feather Dusters 21 inch Ostrich or Equal				
62	Feather Dusters 26 inch Ostrich or Equal				
63	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal				
64	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal				
65	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal				
66	Floor Finish – 1 gal SunnySide1 (Spartan) or equal				
67	Furniture Polish Aerosol				
68	Glass Cleaner –Liquid Concentrate (Spartan) or equal				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
69	Glass Cleaner RTU – 32 oz. (Spartan) or equal				
70	Hand Cleaner – Waterless				
71	Hanging Toilet Bowl Blocks				
72	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
73	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal				
74	Mop Bucket combo Std Size (Rubbermaid 7580) or equal				
75	Down Press Wringer 35 Qt. Bucket (Wave Brake) or equal				
76	Mop Bucket, 35 Qt. (Wave Brake) w/3" casters or equal				
77	Mop Handles Fiber Glass 54" Jr. Etc. or equal				
78	Mop Handles Wood 54" Junior				
79	Mop Head Cotton – Size 16 oz				
80	Mop Head Cotton - Size 24 oz				
81	Mop Head Cotton – Size 32 oz.				
82	Mop Head Rayon – Size 16 oz.				
83	Mop Head Rayon – Size 24 oz.				
84	Mop Head Rayon – Size 32 oz.				
85	Mosquito Repellent Lotion				
86	Mosquito Repellent Spray				
87	Odor Eliminator – Non Aerosol				
88	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				
89	Purell Hand Sanitizer Refill-GOJ545604 or equal				
90	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				
91	Saddle Bag (SB8.5 Clr 6.5x7) or equal				
92	Scouring Sponges Yellow/Green Standard Size 3M/equal				
93	Scrubbing Cleansers – 21 oz (Comet) or equal				
94	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal				
95	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				
96	Soap Bar – 75 oz. – (1,000 per case)				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
97	Soap Hand – Liquid – (Bag in Box)				
98	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal				
99	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal				
100	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal				
101	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal				
102	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal				
103	Spray Bottles – 24 oz empty bottles or equal				
104	Spray Bottles – 32 oz empty bottles (bottleqt) or equal				
105	Pump #10 1 oz. 1gal. #10 Tube or equal				
106	Toilet Dispenser Universal (12" Jumbo toilet Tissue)				
107	Toilet Seat Covers				
108	Trash Can 55 Gal –XX Large 28x58 1.5 mil				
109	Trash Cans & Lids 16 Gal				
110	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal				
111	Trash Cans – 10 Gal				
112	Urinal Block w/Screens				
113	Urinal Blocks (Blocks Only)				
114	Urinal Deodorant Screens – Screens Only				
115	Wasp/Hornet Spray				
116	Wasp/Hornet Spray – 20 Ft Stream				
117	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal				
118	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal				
119	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal				
120	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				
121	Baggies Ziploc 7x8 Quart Size (Hefty or equal				
122	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				
123	Butcher Paper 24"				
124	Facial Tissue (Georgia Pacific) equal or better				
125	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
126	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal				
127	Foam – Bows 6 oz. w/lids				
128	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal				
129	Foil Wrap Potato (Reynolds) or equal				
130	Laced Dollies (different sizes and types)				
131	Menu Tissue 12 x 12				
132	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				
133	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray				
134	Pan Liners – (Dispozo) 1,000 cs				
135	Paper Bags #10 Brown (Duro) or equal				
136	Paper Bags #4 Brown (Duro) or equal				
137	Paper Bags #8 Brown (Duro) or equal				
138	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal				
139	Paper Bags 6lb. Brown 6BG (Duro) or equal				
140	Paper Cups Portion 10 oz (Solo) equal or better				
141	Paper Roll Towels Kitchen (Scott 11s9) or equal				
142	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal				
143	Paper Towels Multi Fold				
144	Paper Towels Multi Folds White Bleached 9.25X9.5				
145	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				
146	Styrofoam Bowl - 6 oz. 1,000 case				
147	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better				
148	Styrofoam Cup 8 oz. (8J8) or equal				
149	Styrofoam Cups oz. (UJ4) or equal				
150	Styrofoam Plates 6" Laminated				
151	Styrofoam Plates 6" Un-laminated				
152	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
153	Styrofoam Plates 9" Laminated				
154	Styrofoam Plates 9" Un-laminated				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	**BRAND**	**QTY**	**UNIT PRICE**	**PRICE PER CASE**
155	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				
156	Styrofoam Hinged Lid container 9 3/6 in. x 6 1/2in. x 2 ¾ in. rectangular white 150/case				
157	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal				
158	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
159	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal				
160	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				
161	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal				
162	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				
163	Utensils Forks Clear (1,000 ct)				
164	Utensils Spoons Plastic (Solo) or equal				
165	Utensils Spoons Plastic 1,000 ct (Solo) or equal				
166	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal				
167	Utensils Spoons Plastic medium Weight White (1,000 ct)				
168	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
169	Vented Lid-Dart (12J12) or equal				
170	Vented Lid – Dart (8J8) or equal				
171	Vented Lid – Dart (20JL) 10/100 case or equal				
172	Wipers Workhorse Rags (Kimberly Clark) or equal				
173	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
174	Body Shampoo – Per Gallon				
175	Deodorant –Hygiene				
176	Lice Killer – Aerosol				
177	Razors – Double Edged				
178	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
179	Sanitary Napkins Panty Liners				
180	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
181	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal				
182	Shaving Cream				
183	Toothbrush Firm – Specify Size				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
184	Toothbrush Medium Specify Size				
185	Toothbrush Soft Specify Size				
186	Toothpaste Std Size, Specify Size				
187	Toothpaste Travel Size, Specify Size				
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal				
189	Buffing Pads 17" White				
190	Buffing Pads 20" White				
191	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
193	Stripping Pads 17" Black				
194	Stripping Pads 20" Black				
195	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
196	Gloves - Food Service Large Clear (Brand Name)				
197	Gloves – Food Service – Medium clear (Brand Name)				
198	Gloves Latex Small Disposable (Ansell)Yw or equal				
199	Gloves Latex Large Disposable				
200	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
201	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
202	Gloves Latex Medium Disposable (Ansell) or equal				
203	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
205	Gloves Vinyl, Small Powdered				
206	Gloves Vinyl, Small Powdered				
207	Gloves Vinyl, Small Powdered				
208	Gloves Vinyl, Small Powder Free				
209	Gloves Vinyl, Medium Powder Free				
210	Gloves Vinyl, Large Powder Free				
211	Gloves Latex, Small Powder Free				
212	Gloves Latex, Small Powder Free				
213	Gloves Latex, Small Powder Free				
214	Gloves Latex, Small Powdered				
215	Gloves Latex, Small Powdered				
216	Gloves Latex, Small Powdered				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ Brand Qty Place Price Unit Price
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" Case

217	Body Towels Standard Size				
218	Hand Towels Standard Size				
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	ALL AMERICAN POLY	150/cs	0.12	17.09
220	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	ALL AMERICAN POLY	500/cs	0.05	23.50
221	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	ALL AMERICAN POLY	250/cs	0.07	16.46
222	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	ALL AMERICAN POLY	250/cs	0.08	19.58
223	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	ALL AMERICAN POLY	500/cs	0.05	24.93
224	Trash Liners – 55 gallons	ALL AMERICAN POLY	100/cs	0.16	16.05
225	Toilet Brushes (Standard Size) Plastic				
226	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
227	Weed Killer (Round Up) or equal				
228	Weed Killer 55 Gallon concentrated – Specify Dilution				
229	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
230	Sprayer (Trigger/Nozzles Only) red & white				
231	Bleach – Disinfectant Cleaner Dry Air – Hospital				
232	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
233	Bio-Hazard Bag Red 40 X 48 3 mil				
234	Disinfectant Wipes (Lysol) or equal				

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: ALL AMERICAN POLY

ADDRESS: 40 TURNER PLACE
PISCATAWAY, NJ 08854

CITY/STATE/ZIP CODE:

TELEPHONE NUMBER Phone:732-752-3200 EXT. 1124

E-MAIL ADDRESS: email: zeke@allampoly.com

CELLULAR NUMBERS:

FAX NUMBER: Fax: 732-752-2305

AUTHORIZED SIGNATURE:

PRINTED NAME: Nikki Klein

TITLE: BID AGENT

DATE: SEP 30 2016

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2016

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
Cortland Insurance Agency, Inc.
203 Avenue M
Brooklyn NY 11230

CONTACT NAME: Miri Kirsch
PHONE (A/C, No, Ext): (718)627-1770 **FAX (A/C, No):** (718)627-2984
E-MAIL ADDRESS: MiriK@cortlandinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Co.	
INSURER B : Wesco Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All American Poly, Corp.
40 Turner Place
Piscataway NJ 08854

COVERAGES **CERTIFICATE NUMBER:** CL16111012407 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ZDY9519176-04	4/8/2016	4/8/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG VENDB	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWY-9510608-04	4/8/2016	4/8/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 50,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHY9519180-04	4/8/2016	4/8/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3201438	4/8/2016	4/8/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate subject to coverages, conditions & exclusions on actual policy.

CERTIFICATE HOLDER
County of Hidalgo,
2802 South Highway 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
Miri Kirsch/MIRIK

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-134304

Date Filed:
11/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
All American Poly
Piscataway, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-288-10-05-FAZ
Can Liners

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
All American Poly	piscataway, NJ United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

EZEKIEL ROSENWASSER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 22, 2019

Sworn to and subscribed before me, by the said Bid Agent, this the 8 day of Nov, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Director of Bids.
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-134304

Date Filed:
11/08/2016

Date Acknowledged:
11/15/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

All American Poly
Piscataway, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-288-10-05-FAZ
Can Liners

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
All American Poly	piscataway, NJ United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

HIDALGO COUNTY
"JANITORIAL SUPPLIES INDUSTRIAL CHEMICAL SUPPLIES
RFB 2016-288-10-05-FAZ

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS															
		Gulf Coast Paper - Brownsville, TX				CC Distributors, Inc. - Corpus Christi, TX				Unipak Corp. - Brooklyn, NY				All American Poly - Piscataway, NJ			
		BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case
1	3M Green 6x9 Scouring Pads 20/box (96HP)or equal	Americo	20	$0.26	$5.20	SSS	20	$0.27	$5.40				No Bid				No Bid
2	3M Griddle Screens 10 per pack (200) or equal	3M	20	$0.35	$6.90	Nexstep	20	$2.40	$48.00				No Bid				No Bid
3	Air Freshener - Aerosol Asst Scents	Spartan	12	$2.67	$32.04	SSS	12	$2.85	$34.20				No Bid				No Bid
4	Air Freshener - Time Mist Asst Scents 6.6 oz.	Vectair	12	$3.02	$36.24	Airworks	12	$2.30	$27.60				No Bid				No Bid
5	Ant & Roach Spray Odorless	Spartan	12	$3.86	$46.32	Raid	12	$4.04	$48.48				No Bid				No Bid
6	Ant & Roach Spray Odorless to contain deltamaetrin	Spartan	12	$3.86	$46.32	Raid	12	$4.04	$48.48				No Bid				No Bid
7	Bowl Cleaner - Liquid (Non Acid) EPA Registered	Spartan	12	$1.55	$18.60	SSS	12	$2.12	$25.44				No Bid				No Bid
8	Bowl Cleaner - Liquid 23% - 26% HIC EPA Registered	Spartan	12	$1.4750	$17.70	SSS	12	$2.25	$27.00				No Bid				No Bid
9	Bowl Mops (Rayon) or equal	Tolco	1	$0.60	$0.60	Wilen	144	$0.59	$84.96				No Bid				No Bid
10	Brooms (Plastic Angle) or equal	Unisan	12	$7.05	$84.60	Wilen	12	$5.50	$66.00				No Bid				No Bid
11	Brooms - Janitorial Straw	Unisan	12	$7.80	$93.60	SSS	12	$5.87	$70.44				No Bid				No Bid
12	Brooms Maids Straw (Waco) or equal	Unisan	12	$6.90	$82.80	Lasswell	12	$5.40	$64.80				No Bid				No Bid
13	Carpet Shampoo - Liquid Ammonia Free	Spartan	4	$6.63	$26.52	SSS	4	$11.19	$44.76				No Bid				No Bid
14	Carpet Powder & Deodorizer	Big D	12	$2.65	$31.80	SSS	12	$2.35	$28.20				No Bid				No Bid
15	Carpet Shampoo Liquid	Spartan	4	$6.63	$26.52	SSS	4	$11.19	$44.76				No Bid				No Bid
16	Carpet Spot Remover 32 oz	Spartan	12	$1.65	$19.80	SSS	12	$3.51	$42.12				No Bid				No Bid
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	Carroll	4	$11.00	$44.00	SSS	4	$13.65	$54.60				No Bid				No Bid
18	Cleaner - Diversey General Purpose 4/1 Gallons or equal	Diversey	4	$9.60	$38.40	SSS	4	$9.08	$36.32				No Bid				No Bid
19	Cleaner Oven 24 oz. Foam Cleaner	Spartan	12	$3.10	$37.20	SSS	12	$3.28	$39.36				No Bid				No Bid
20	Cleaner Stainless Steel waterless based	Spartan	12	$3.58	$42.96	Hillyard	12	$3.38	$40.56				No Bid				No Bid
21	Continental 18" Rubber Floor squeegee (1800) or equal	Continental	1	$13.50	$13.50	Continental	2	$12.00	$24.00				No Bid				No Bid
22	Continental 24" Rubber Floor squeegee (2400) or equal	Continental	1	$14.50	$14.50	Continental	2	$14.00	$28.00				No Bid				No Bid
23	Degreaser - 55 Gallon	Spartan	1	$252.00	$252.00	SSS	55	$4.92	$270.60				No Bid				No Bid
24	Detergent - Colgate Palmolive Dishwashing 12 / 32 or equal	Palmolive	9-828ml	$3.00	$27.00	Palmolive	9-28oz	$2.90	$26.10				No Bid				No Bid
25	Detergent Power Dishwashing (Cream Suds) or equivalent - 50 lb box	Cream Suds	1	$116.00	$116.00				No Bid				No Bid				No Bid
26	Detergent Pot & Pan 2-Ltr. Clean On The Go (Spar Clean) or equal	Spartan Cl	4	$9.95	$39.80				No Bid				No Bid				No Bid
27	Dish Sanitizer 2-Ltr Sani-T (Spar Clean) or equal	Spartan Cl	4	$10.39	$41.56				No Bid				No Bid				No Bid
28	Dishwashing Capsules - US Chemicals 6 / 8 lb (failsafe) or equal				No Bid	Amer Chem	4	$23.33	$93.32				No Bid				No Bid
29	Dishwashing Liquid 32 oz. (Dawn) or equal	Spartan	12	$3.25	$39.00	Dawn	8	$5.12	$40.96				No Bid				No Bid
30	Dishwashing Liquid 42 oz. (Dawn) or equal	Palmolive	9	$3.00	$27.00	Dawn	8	$5.12	$40.96				No Bid				No Bid
31	Disinfectant & Deodorizer Cleaner Aerosol	Claire	12/15.5oz	$2.1660	$26.00	SSS	12-19oz	$2.73	$32.76				No Bid				No Bid
32	Disinfectant Cleaner Carrol Clear Pine Mop 4/1 GAL (Pine1) or equal	Tidal Wave	4	$8.25	$33.00	Quest	4	$7.20	$28.80				No Bid				No Bid
33	Disinfectant Cleaner Carrol Clear Lemon Mop 4/1 Gal (Lemon1) or equal	Tidal Wave	4	$9.25	$37.00	Quest	4	$7.20	$28.80				No Bid				No Bid
34	Disinfectant Deodorant Spray - Hospital (Tuberculicial Rated)	Spartan	12	$2.91	$34.92	Hillyard	12	$2.88	$34.56				No Bid				No Bid
35	Disinfectant Deodorant Spray Aerosol - Hospital (1 Minute Kill time)	Spartan	12	$2.91	$34.92	Hillyard	12	$2.88	$34.56				No Bid				No Bid
36	Disinfectant Deodorant Spray Hospital	Spartan	12	$2.91	$34.92	Hillyard	12	$2.88	$34.56				No Bid				No Bid
37	Disinfectant Foam Cleaner - Hospital	Spartan	12	$2.43	$29.16	SSS	12	$2.73	$32.76				No Bid				No Bid
38	Disinfectant - Cleaning compound for Animal Cage - Consume Eco-Lyzer (Spartan) or	Spartan	4	$11.58	$46.32	SSS	4	$26.83	$107.32				No Bid				No Bid
39	Disinfectant / Deodorant Spray - Diversely 12/15 oz. (Endbac1) or equal	Diversey	12	$4.98	$59.76	Hillyard	12	$2.88	$34.56				No Bid				No Bid
40	Disinfectant / Cleaner 1 qt. Non-Acid Bathroom Cleaner	Spartan	12	$1.55	$18.60	SSS	12	$2.28	$27.36				No Bid				No Bid
41	Dispenser - Air Freshener Time Mist	Vectair	1	$24.50	$24.50	Hillyard	12	$18.00	$216.00				No Bid				No Bid
42	Dispenser - Roll Paper Towel - Lever or Crank (Metal or Plastic)				No Bid				No Bid				No Bid				No Bid
43	Dispensers - Liquid Hand Soap (Bulk Soap)	Spartan	1	$11.55	$11.55	Continental	12	$12.00	$144.00				No Bid				No Bid
44	Dispensers - Paper Towels Multi Fold Universal (Metal)	Georgia Pac	1	$19.74	$19.74	Continental	6	$28.48	$170.88				No Bid				No Bid
45	Dispensers - Paper Towels Multi Fold Universal (Plastic)	Georgia Pac	1	$21.00	$21.00	Bobrick	1	$21.80	$21.80				No Bid				No Bid
46	Dust Cloths - (Disposable) Yw	Georgia Pac	200	$0.2880	$57.60	Chicopee	2	$27.35	$54.70				No Bid				No Bid
47	Dust Cloths - Non Disposable				No Bid	SSS	24	$0.89	$21.36				No Bid				No Bid
48	Dust Mop 24" x 3 Disposable				No Bid	SSS	12	$5.11	$61.32				No Bid				No Bid
49	Dust Mop 24" x 5 Non - Disposable	Rubbermaid	12	$12.00	$144.00	SSS	12	$6.69	$80.28				No Bid				No Bid
50	Dust Mop 24" x 3 Non - Disposable				No Bid				No Bid				No Bid				No Bid
51	Dust Mop 24" x 5 Disposable	Wilen	12	$5.70	$68.40	Wilen	12	$4.15	$49.80				No Bid				No Bid
52	Dust Mop Frames 24 x 5	Wilen	12	$2.15	$25.80	SSS	12	$2.00	$24.00				No Bid				No Bid
53	Dust Mop Handles - Swivel Snap On	Wilen	12	$5.40	$64.80	Wilen	12	$5.40	$64.80				No Bid				No Bid
54	Dust Mop Treatment (Aerosol)	Spartan	12-16oz	$3.09	$37.08	SSS	12	$3.18	$38.16				No Bid				No Bid
55	Dust Mop Treatment TRU Equal	Spartan	12	$1.88	$22.56				No Bid				No Bid				No Bid
56	Dust Pan Metal - Lobby or equal	Continental	1	$16.70	$16.70	Continental	6	$15.87	$95.22				No Bid				No Bid
57	Dust Pan Plastic - Lobby or equal	Continental	1	$7.40	$7.40	Nexstep	6	$7.76	$46.56				No Bid				No Bid
58	Enzyme Deodorizers - per gallon Liquid	Spartan	4	$8.70	$34.80	SSS	4	$8.93	$35.72				No Bid				No Bid
59	Feather Duster Extensions 12 ft	Urger	1	$42.62	$42.62				No Bid				No Bid				No Bid
60	Feather Duster Extensions 8ft	Unisan	1	$8.20	$8.20				No Bid				No Bid				No Bid
61	Feather Duster 21 inch Ostrich or equal	Lambkin	1	$5.50	$5.50	Boardwalk	12	$15.04	$180.48				No Bid				No Bid
62	Feather Duster 26 inch Ostrich or equal	Unisan	1	$5.50	$5.50	Broadwalk	12	$20.48	$245.76				No Bid				No Bid
63	Floor Cleaner - Diversey Citrus Stride Neutral 5 gal Bx (Stride%) or equal				No Bid	SSS	2-2.5	$6.76	$33.60				No Bid				No Bid
64	Floor Cleaner - Diversey Floral Fragrance Natural 4 / 1 Gal (FLStride14) or equal	Diversey	4	$5.20	$20.80	SSS	4	$6.60	$26.40				No Bid				No Bid
65	Floor Finish / Wax - Diversey 5 Gal (Vectra5) or equal	Diversey	1	$68.97	$68.97	SSS	2-2.5	$14.41	$72.05				No Bid				No Bid
66	Floor Finish - 1 gal SunnySide1 (Spartan) or equal	Spartan	4	$10.56	$42.24	SSS	4	$15.87	$63.48				No Bid				No Bid
67	Furniture Polish Aerosol	Spartan	12	$2.61	$31.32	Hillyard	12	$2.49	$29.88				No Bid				No Bid
68	Glass Cleaner - Liquid Concentrate (Spartan) or equal	Spartan	4	$8.35	$33.40	SSS	4	$8.00	$32.00				No Bid				No Bid
69	Glass Cleaner RTU - 32 oz (Spartan) or equal	Spartan	12	$1.77	$21.24	SSS	12	$2.20	$26.40				No Bid				No Bid
70	Hand Cleaner - Waterless	Gojo	6	$14.83	$88.93	Gojo	6	$14.80	$88.80				No Bid				No Bid

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS															
		Gulf Coast Paper - Brownsville, TX				CC Distributors, Inc. - Corpus Christi, TX				Unipak Corp. - Brooklyn, NY				All American Poly - Piscataway, NJ			
		BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case
71	Hanging Toilet Bowl Blocks	Frech	12	$0.8170	$9.80	Boardwalk	12	$8.75	$105.00				No Bid				No Bid
72	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Spartan	5	$11.00	$55.00	Amer Chem	5	$19.89	$99.45				No Bid				No Bid
73	Janitorial Cart w/Yellow Vinyl Bag - Rubbermaid (6173) or equal	Rubbermaid	1	$128.00	$128.00	Continental	1	$99.99	$99.99				No Bid				No Bid
74	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal	Continental	1	$45.62	$45.62	Continental	1	$45.00	$45.00				No Bid				No Bid
75	Down Press Wringer 35 Qt. Bucket (Wave Brake) or equal	Rubbermaid	1	$70.00	$70.00	R-Maid	1	$61.45	$61.45				No Bid				No Bid
76	Mop Bucket 35 Qt. (Wave Brake) w/3" casters or equal	Rubbermaid	1	$45.00	$45.00	R-Maid	1	$61.45	$61.45				No Bid				No Bid
77	Mop Handles Fiber Glass 54"Jr. Etc. or equal	Impact 81	12	$15.14	$181.68	SSS	12	$9.98	$119.76				No Bid				No Bid
78	Mop Handles Wood 54" Junior	Unisan	12	$5.90	$70.80	SSS	12	$6.20	$74.40				No Bid				No Bid
79	Mop Head Cotton - Size 16 oz.	Wilen	12	$2.48	$29.76	SSS	12	$2.13	$25.56				No Bid				No Bid
80	Mop Head Cotton - Size 24 oz.	Wilen	12	$3.60	$43.26	SSS	12	$3.01	$36.12				No Bid				No Bid
81	Mop Head Cotton - Size 32 oz.	Wilen	12	$4.83	$57.96	SSS	12	$3.84	$46.08				No Bid				No Bid
82	Mop Head Rayon Size 16 oz.	Wilen	12	$3.60	$43.20	SSS	12	$3.00	$36.00				No Bid				No Bid
83	Mop Head Rayon Size 24 oz.	Wilen	12	$5.30	$63.60	SSS	12	$4.39	$52.68				No Bid				No Bid
84	Mop Head Rayon Size 32 oz.	Wilen	12	$6.90	$82.80	SSS	12	$5.48	$65.76				No Bid				No Bid
85	Mosquito Repellent Lotion				No Bid	Off	12	$5.31	$63.72				No Bid				No Bid
86	Mosquito Repellent Spray	Off Deep	12	$5.37	$64.44	Deep Wood	12	$5.49	$65.88				No Bid				No Bid
87	Odor Eliminator - Non Aerosol	Spartan	12	$1.85	$22.20	SSS	4	$13.65	$54.60				No Bid				No Bid
88	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	Gojo	2	$23.50	$47.00	Gojo	2	$23.00	$46.00				No Bid				No Bid
89	Purell Hand Sanitizer Refill (GOJ545604) or equal	Purell	2/1200ml	$32.50	$65.00	Gojo	4/1200ml	$19.30	$77.20				No Bid				No Bid
90	Royal Griddle Bricks for Cleaning Grills 12 box (GBRICK) or equal	Royal	12	$1.97	$23.64				No Bid				No Bid				No Bid
91	Saddle Bag (SB8.5 Clr 6.5 x 7) or equal	Tidi	2,000	$0.0140	$28.00				No Bid				No Bid				No Bid
92	Scouring Sponges Yw/Green Standard Size 3M or equal	3M	20	$1.72	$34.40	Norton	4	$8.13	$32.52				No Bid				No Bid
93	Scrubbing Cleansers 21 oz (Comet) or equal	Ajax	24	$1.12	$26.88	Ajax	24	$1.1250	$27.00				No Bid				No Bid
94	Soap - Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Spartan	4	$7.66	$30.64	SSS	4	$8.38	$33.52				No Bid				No Bid
95	Soap Anti Bacterial - Bar 3.5 oz. (1,000 per case)	Safeguard	48	$0.75	$36.00	Dial	72	$0.98	$70.56				No Bid				No Bid
96	Soap Bar 75 oz. - (1,000 per case)	Sweet Bouq	1,000	$0.0680	$68.00	Boardwalk	1,000	$0.0540	$54.00				No Bid				No Bid
97	Soap Hand - Liquid (Bag in Box)	Inopak	12	$2.00	$24.00	SSS	12	$2.53	$30.36				No Bid				No Bid
98	Spartan 15% Orange Tough Cleaner / Degreaser 12 / 32 oz (OT15QT) or equal	Spartan	12	$2.86	$34.32				No Bid				No Bid				No Bid
99	Spartan antiseptic / antibacterial hand soap 4/1 gal (Anti-Hsoap1) or equal	Spartan	4	$9.05	$36.20	SSS	4	$8.38	$33.52				No Bid				No Bid
100	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	Spartan	4	$12.39	$49.56	SSS	4	$10.97	$43.88				No Bid				No Bid
101	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	Foamy	12	$2.43	$29.16	SSS	12	$2.61	$31.32				No Bid				No Bid
102	Spartan Fresh Scent Deodorant spray 12/18 oz (Airfresh AER) or equal	Spartan	12	$2.60	$31.20	SSS	12	$2.95	$35.40				No Bid				No Bid
103	Spray Bottles - 24 oz. empty bottles or equal	Tolco	1	$0.47	$0.47	Continental	100	$0.42	$42.00				No Bid				No Bid
104	Spray Bottles - 32 oz. empty bottles or equal	Tolco	1	$0.59	$0.59	Continental	100	$0.52	$52.00				No Bid				No Bid
105	Pump #10 1 oz. 1 gal. #10 Tube or equal	Contico	1	$1.60	$1.60	Continental	144	$1.50	$216.00				No Bid				No Bid
106	Toilet Dispenser Universal (12" Jumbo Toilet Tissue)	Georgia Pac	1	$15.00	$15.00	Bay West	1	$25.00	$25.00				No Bid				No Bid
107	Toilet Seat Covers	Hospeco	5,000	$0.0056	$28.00	Nutrend	20	$1.97	$39.40				No Bid				No Bid
108	Trash Can 55 Gal - XX Large 28 x 58 1.5 Mil	Berry	100	$0.22	$21.50	SSS	100	$0.3142	$31.42				No Bid				No Bid
109	Trash Can & Lids 16 Gal	Rubbermaid	1	$27.00	$27.00	Continental	4	$46.70	$186.80				No Bid				No Bid
110	Trash Can & Lids 32 Gallon (Rubbermaid) or equal	Continental	1	$24.55	$24.55	Continental	6	$25.52	$153.12				No Bid				No Bid
111	Trash Cans 10-Gal	Rubbermaid	1	$7.37	$7.37	Continental	6	$8.45	$50.70				No Bid				No Bid
112	Urinal Block w/Screens	Frech	12	$1.58	$18.96	Nutrend	12	$15.60	$187.20				No Bid				No Bid
113	Urinal Blocks (Blocks Only)	Frech	12	$0.81	$9.72	Nutrend	12	$4.25	$51.00				No Bid				No Bid
114	Urinal Deodorant Screens - Screens Only	Tolco	12	$0.75	$9.00	Nutrend	12	$9.53	$114.36				No Bid				No Bid
115	Wasp/Hornet Spray	Spartan	12-17oz	$3.55	$42.60	Enforcer	12-16oz	$3.92	$43.92				No Bid				No Bid
116	Wasp/Hornet Spray - 20 ft Stream	Spartan	12	$3.55	$42.60	Enforcer	12	$3.92	$43.92				No Bid				No Bid
117	Wax Stripper Floor Finish Liquid - High Speed (Vectea) (Johnson & Johnson) or equal	Spartan	4	$10.38	$41.52	SSS	2-2.5	$14.41	$72.05				No Bid				No Bid
118	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	Reynolds	250	$0.0790	$19.75				No Bid				No Bid				No Bid
119	Baggies 4" x 4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	Huckster	1,000	$0.0965	$9.65				No Bid				No Bid				No Bid
120	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	Reynolds	250	$0.0830	$20.75				No Bid				No Bid				No Bid
121	Baggies Ziploc 7x8 Quart Size (Hefty) or equal	Reynolds	500	$0.0512	No Bid				No Bid				No Bid				No Bid
122	Baggies Freezer Bags 10x11 - 200 ct (Quick Seal) or equal	Reynolds	200	$0.11	$22.00				No Bid				No Bid				No Bid
123	Butcher Paper 24"	B&H Supp	1000'	$0.0265	$26.50				No Bid				No Bid				No Bid
124	Facial Tissue (Georgia Pacific) equal or better	Georgia Pac	30/100	$0.5830	$17.49	Bay West	30	$0.6173	$18.52				No Bid				No Bid
125	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal	Reynolds	2000'	$0.0083	$16.65				No Bid				No Bid				No Bid
126	Film Wrap 18"x3000 - Heavy Duty (Reynolds) or equal	Reynolds	3000'	$0.0092	$27.60				No Bid				No Bid				No Bid
127	Foam Bowls 6oz. w/lids	Dart	1,000	$0.0490	$49.00				No Bid				No Bid				No Bid
128	Foil Wrap 18" Heavy Duty 500 ft (Reynolds) or equal	Reynolds	500'	$0.0550	$27.50				No Bid				No Bid				No Bid
129	Foil Wrap Potato (Reynolds) or equal	Reynolds	3000'	$0.0173	$51.90				No Bid				No Bid				No Bid
130	Laced Dollies (different sizes and types)				No Bid				No Bid				No Bid				No Bid
131	Menu Tissue 12 x 12	Bag Craft	10,000	$0.0084	$84.00				No Bid				No Bid				No Bid
132	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				No Bid				No Bid				No Bid				No Bid
133	Pactiv or equal 9 x 6 5.2.75 foam hinged Tray	Pactiv	150	$0.11	$16.50				No Bid				No Bid				No Bid
134	Pan Liners (Dispozo) 1,000 cs	Bag Craft	1,000	$0.0390	$39.00				No Bid				No Bid				No Bid
135	Paper Bags #10 Brown (Duro) or equal	Duro	500	$0.0270	$13.50				No Bid				No Bid				No Bid
136	Paper Bags #4 Brown (Duro) or equal	Duro	500	$0.0154	$7.70				No Bid				No Bid				No Bid
137	Paper Bags #8 Brown (Duro) or equal	Duro	500	$0.0220	$11.00				No Bid				No Bid				No Bid
138	Paper Bags 1 / 6 BBL Brown 1657 (Duro) or equal	Duro	400	$0.09	$36.00				No Bid				No Bid				No Bid
139	Paper Bags 6lbs. Brown 6BG (Duro) or equal	Duro	500	$0.02	$10.00				No Bid				No Bid				No Bid
140	Paper Cups Portion 10 oz (Solo) or equal				No Bid				No Bid				No Bid				No Bid

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS															
		Gulf Coast Paper - Brownsville, TX				CC Distributors, Inc. - Corpus Christi, TX				Unipak Corp. - Brooklyn, NY				All American Poly - Piscataway, NJ			
		BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case
141	Paper Roll Towels Kitchen (Scott 11s9) or equal	Georgia Pac	30	$0.80	$24.00	Bay West	30	$0.7440	$22.32				No Bid				No Bid
142	Paper Towels Brown Rolls Standard Size (Georgia Pacific) or equal	SCA	12	$1.46	$17.52	Bay West	12/350'	$0.5710	$17.12				No Bid				No Bid
143	Paper Towels Multi Fold	NPS	4,000	$0.0037	$14.80	Bay West	16	$0.9530	$15.25				No Bid				No Bid
144	Paper Towels Multi Fold White Bleached 9.25x9.5	NPS	4,000	$0.0044	$17.60	Bay West	16	$1.2430	$19.88				No Bid				No Bid
145	Paper Towels (GEP89460) En-motion high capacity - white 10x800 or equal	Georgia Pac	No Specs	No Specs	No Bid				No Bid				No Bid				No Bid
146	Styrofoam Bowl - 6 oz 1,000 case	Dart	1,000	$0.03	$30.23				No Bid				No Bid				No Bid
147	Styrofoam Bowl - 12 oz (Pacific 1-0012) equal or better	Pactiv	1,000	$0.0200	$20.00				No Bid				No Bid				No Bid
148	Styrofoam Cup 8 oz (8J8) or equal	Dart	1,000	$0.02	$20.00				No Bid				No Bid				No Bid
149	Styrofoam Cups oz. ((UJ4) or equal	Dart	1,000	$0.0170	$17.00				No Bid				No Bid				No Bid
150	Styrofoam Plates 6" Laminated	Pactiv	1,000	$0.0223	$22.30				No Bid				No Bid				No Bid
151	Styrofoam Plates 6" Un-Laminated	Pactiv	1,000	$0.0174	$17.40				No Bid				No Bid				No Bid
152	Styrofoam Plates 9" Divided (MobilTJ1-0011) or equal	Pactiv	500	$0.0349	$17.45				No Bid				No Bid				No Bid
153	Styrofoam Plates 9" Laminated				No Bid				No Bid				No Bid				No Bid
154	Styrofoam Plates 9" Un-Laminated	Pactiv	500	$0.0349	$17.45				No Bid				No Bid				No Bid
155	Styrofoam Tray Hinges 9X9X3 Three Compartment w/Lid (Pactiv YTD 15903) 150 cs or equal	Pactiv	150	$0.09	$13.50				No Bid				No Bid				No Bid
156	Styrofoam Hinged Lid container 9 3/6 in. x 6 1/2 in. x 2 3/4 in. rectangular white 150/case	Pactiv	150	$0.11	$16.50				No Bid				No Bid				No Bid
157	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	SCA	12	$2.00	$24.00	Bay West	12	$2.0070	$24.08				No Bid				No Bid
158	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	Georgia Pac	96/500	$0.3200	$30.72	Bay West	96/500	$0.36	$35.55				No Bid				No Bid
159	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	SCA	6	$4.80	$28.80	Bay West	6	$4.33	$25.98				No Bid				No Bid
160	Utensils Forks - Plastic 2,000 ct (James River WN F2P) or equal				No Bid				No Bid				No Bid				No Bid
161	Utensils Forks - Plastic Dispozo - medium 1,000 ct (Solo or equal)	D&W Pack	1,000	$0.0115	$11.50				No Bid				No Bid				No Bid
162	Utensils Forks - Plastic Medium weight white 1,000 ct (Solor or equal)	D&W Pack	1,000	$0.0115	$11.50				No Bid				No Bid				No Bid
163	Utensils Forks Clear 1,000 ct				No Bid				No Bid				No Bid				No Bid
164	Utensils Spoons Plastic (Solo) or equal	D&W Pack	1,000	$0.0115	$11.50				No Bid				No Bid				No Bid
165	Utensils Spoons Plastic 1,000 ct. (Solo) or equal	D&W Pack	1,000	$0.0115	$11.50				No Bid				No Bid				No Bid
166	Utensils Spoons Plastic Dispozo Medium WMS 1,000 ct or equal	D&W Pack	1,000	$0.0115	$11.50				No Bid				No Bid				No Bid
167	Utensils Spoons Plastic Medium Weight white 1,000 ct	D&W Pack	1,000	$0.0115	$11.50				No Bid				No Bid				No Bid
168	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	D&W Pack	250	$0.07	$17.50				No Bid				No Bid				No Bid
169	Vented Lid Dart (12J12) or equal	Dart	1,000	$0.0142	$14.20				No Bid				No Bid				No Bid
170	Vented Lid Dart (8J8) or equal	Dart	1,000	$0.0112	$11.20				No Bid				No Bid				No Bid
171	Vented Lid Dart (20JL) 10/100 case or equal	Dart	1,000	$0.019	$19.00				No Bid				No Bid				No Bid
172	Wipers Workhorse Rags (Kimberly Clark) or equal	KC	912	$0.0578	$52.71	Kimberly	152	$0.1639	$24.91				No Bid				No Bid
173	Wipers (Kimberly Clark) 15x16.5 white (300 cs) (K41100) or equal	KC	300	$0.11	$33.00	Kimberly	300	$0.1267	$38.01				No Bid				No Bid
174	Body Shampoo - Per gallon	Spartan	4	$7.66	$30.64	SSS	4	$8.49	$33.96				No Bid				No Bid
175	Deodorant - Hygiene				No Bid				No Bid				No Bid				No Bid
176	Lice Killer - Aerosol				No Bid				No Bid				No Bid				No Bid
177	Razors - Double Edged				No Bid				No Bid				No Bid				No Bid
178	Sanitary Napkings Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	250	$0.11	$28.50	Nutrend	250	$0.1260	$31.50				No Bid				No Bid
179	Sanitary Napkins Panty Liners				No Bid				No Bid				No Bid				No Bid
180	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	250	$0.11	$27.50	Nutrend	250	$0.1260	$31.50				No Bid				No Bid
181	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc, or equal)	Hospeco	250	$0.11	$27.50	Nutrend	250	$0.1260	$31.50				No Bid				No Bid
182	Shaving Cream				No Bid				No Bid				No Bid				No Bid
183	Toothbrush Firm - Specify Size				No Bid				No Bid				No Bid				No Bid
184	Toothbrush Medium Specify Size				No Bid				No Bid				No Bid				No Bid
185	Toothbrush Soft Specify Size				No Bid				No Bid				No Bid				No Bid
186	Toothpaste Std Size, Specify Size				No Bid				No Bid				No Bid				No Bid
187	Toothpaste Travel Size, Specify Size				No Bid				No Bid				No Bid				No Bid
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx(20MUHSTBP) or equal	Americo	5	$2.7320	$13.66	Norton	5/cs	$2.71	$13.55				No Bid				No Bid
189	Buffing Pads 17" White	Americo	5	$2.06	$10.30	Norton	5/cs	$2.29	$11.45				No Bid				No Bid
190	Buffing Pads 20" White	Americo	5	$2.7320	$13.66	Norton	5/cs	$2.71	$13.55				No Bid				No Bid
191	Filters Windsor Exhaust for Sensor XP12 Vacuum Cleaner (5143EF) or equal	Karcler	1	$11.45	$11.45	APC Jan	50/cs	$1.00	$50.00				No Bid				No Bid
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	Karcler	1	$30.00	$30.00	APC Jan	25/cs	$10.00	$250.00				No Bid				No Bid
193	Stripping Pads 17" Black	Americo	5	$2.06	$10.30	Norton	5/cs	$2.29	$11.45				No Bid				No Bid
194	Stripping Pads 20" Black	Americo	5	$2.7320	$13.66	Norton	5/cs	$2.71	$13.55				No Bid				No Bid
195	Vac. BagsWindsor for Sensor XP12 Vacuum Cleaner 10pk (Johnson & Johnson) or equal	Karcler	10	$2.0950	$20.95	APC Jan	10-10/cs	$15.00	$150.00				No Bid				No Bid
196	Gloves - Food Service Large Clear (Brand Name)	Tidi	1,000	$0.0190	$19.00	Ambitex	20-500/cs	$2.438	$48.75				No Bid				No Bid
197	Gloves - Food Service Medium Clear (Brand Name)	Tidi	1,000	$0.0190	$19.00	Ambitex	20-500/cs	$2.438	$48.75				No Bid				No Bid
198	Gloves - Latex Small Disposable (Ansell) Yw or equal	Hospeco	1,000	$0.0360	$36.00	Ambitex	10dz/cs	$6.24	$62.40				No Bid				No Bid
199	Gloves - Latex Large Disposable	Hospeco	1,000	$0.0360	$36.00	Ambitex	10dz/cs	$6.24	$62.40				No Bid				No Bid
200	Gloves - Latex Large Non -Disposable Yw (Ansell) or equal	Hospeco	12	$0.47	$5.64	Ambitex	12dz/cs	$6.00	$72.00				No Bid				No Bid
201	Gloves - Latex Medium Non Disposable Yw (Ansell) or equal	Hospeco	12	$0.47	$5.64	Ambitex	12dz/cs	$6.00	$72.00				No Bid				No Bid
202	Gloves - Latex Medium Disposable (Ansell) or equal	Hospeco	1,000	$0.0360	$36.00	Ambitex	10dz/cs	$6.24	$62.40				No Bid				No Bid
203	Gloves - Latex Small Non Disposable Yellow (Ansell) or equal	Hospeco	12	$0.47	$5.64	Ambitex	12dz/cs	$6.00	$72.00				No Bid				No Bid
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	Hospeco	1,000	$0.0491	$49.10	Ambitex	12dz/cs	$11.02	$132.24				No Bid				No Bid
205	Gloves Vinyl, Small Powdered	Hospeco	1,000	$0.0220	$22.00	Ambitex	10-100/cs	$22.00	$22.00				No Bid				No Bid
206	Gloves Vinyl, Medium Powdered	Hospeco	1,000	$0.0220	$22.00	Ambitex	10-100/cs	$22.00	$22.00				No Bid				No Bid
207	Gloves Vinyl, Large Powdered	Hospeco	1,000	$0.0220	$22.00	Ambitex	10-100/cs	$22.00	$22.00				No Bid				No Bid

	DESCRIPTION OF ITEMS	PARTICIPATING VENDORS															
		Gulf Coast Paper - Brownsville, TX				CC Distributors, Inc. - Corpus Christi, TX				Unipak Corp. - Brooklyn, NY				All American Poly - Piscataway, NJ			
		BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case	BRAND	Qty. per Case	Unit Price	Price per Case
208	Gloves Vinyl, Small Powder Free	Hospeco	1,000	$0.0240	$23.50	Ambitex	10-100/cs	$22.75	$22.75				No Bid				No Bid
209	Gloves Vinyl, Medium Powder Free	Hospeco	1,000	$0.0240	$23.50	Ambitex	10-100/cs	$22.75	$22.75				No Bid				No Bid
210	Gloves Vinyl, Large Powder Free	Hospeco	1,000	$0.0240	$23.50	Ambitex	10-100/cs	$22.75	$22.75				No Bid				No Bid
211	Gloves Latex, Small Powder Free	Hospeco	1,000	$0.0400	$39.74	Ambitex	10-100/cs	$37.35	$37.35				No Bid				No Bid
212	Gloves Latex, Medium Powder Free	Hospeco	1,000	$0.0400	$39.74	Ambitex	10-100/cs	$37.35	$37.35				No Bid				No Bid
213	Gloves Latex, Large Powder Free	Hospeco	1,000	$0.0400	$39.74	Ambitex	10-100/cs	$37.35	$37.35				No Bid				No Bid
214	Gloves Latex, Small Powdered	Hospeco	1,000	$0.0360	$36.00	Ambitex	10-100/cs	$34.70	$34.70				No Bid				No Bid
215	Gloves Latex, Medium Powdered	Hospeco	1,000	$0.0360	$36.00	Ambitex	10-100/cs	$34.70	$34.70				No Bid				No Bid
216	Gloves Latex, Large Powdered	Hospeco	1,000	$0.0360	$36.00	Ambitex	10-100/cs	$34.70	$34.70				No Bid				No Bid
217	Body Towels Standard Size				No Bid				No Bid				No Bid				No Bid
218	Hand Towels Standard Size				No Bid				No Bid				No Bid				No Bid
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	Berry	250	$0.10	$24.00	SSS	250/cs	$0.1087	$27.18	UPC	250	$0.09196	$22.99	All Amer. Poly	150		$17.09
220	Trash Liners - Pitt Plastics 23x33 12-16 gal Black 1000 cs (32 BL) or equal	Pitt	1,000	$0.0320	$31.61	SSS	1000/cs	$0.0253	$25.30	UPC	1,000	$0.0245	$24.50	All Amer. Poly	500		$23.50
221	Trash Liners - Large Trash Can 13 MIC 30x37 High Density Can Liners	Berry	500	$0.0430	$21.30	SSS	500/cs	$0.0478	$23.90	UPC	500	$0.04396	$21.98	All Amer. Poly	250		$16.46
222	Trash Liners - Large Trash Can 16 MIC 33 Gal 33x40 Hgh Density Can Liners	Berry	250	$0.0660	$16.50	SSS	250/cs	$0.7530	$18.82	UPC	250	$0.06996	$17.49	All Amer. Poly	250		$19.58
223	Trash Liners - Tall Trash Can 8 MIC 24x33 High Density Can Liners	Berry	1,000	$0.0220	$21.94	SSS	1000/cs	$0.0223	$22.30	UPC	1,000	$0.0208	$20.80	All Amer. Poly	500		$24.93
224	Trash Liners - 1.5 MIL 38x58 Black	Berry	1,000	$0.2150	No Bid	SSS	100/cs	$0.25	$25.00	UPC	100	$0.2295	$22.95	All Amer. Poly	100		$16.05
225	Toilet Brushes - (Standard Size) Plastic	Rubbermaid	1	$1.60	$1.60	Continental	12/cs	$2.15	$25.80				No Bid				No Bid
226	Toilet Brushes - Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	Rubbermaid	1	$1.60	$1.60	Rubbermaid	24/cs	$2.40	$57.60				No Bid				No Bid
227	Weed Killer (Round Up) or equal				No Bid				No Bid				No Bid				No Bid
228	Weed Killer 55 Gallon concentrated - Specify Dilution				No Bid				No Bid				No Bid				No Bid
229	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	Spartan	12	$1.75	$21.00	AmerChem	6-qt/cs	$3.22	No Bid				No Bid				No Bid
230	Sprayer (Trigger/Nozzles Only) Red & White	Tolco	1	$0.40	$0.40	Continental	200/cs	$0.41	$82.00				No Bid				No Bid
231	Bleach Disinfectant Cleaner Dry Air - Hospital	Pure Bright	6	$1.8330	$11.00				No Bid				No Bid				No Bid
232	Bleach Pure Bright Disinfection 6/cs (6BLCH) or equal	Pure Bright	6	$1.8330	$11.00	KIK Pure	6-gal/cs	$1.77	$10.62				No Bid				No Bid
233	Bio Hazard Bag Red 40x48 3 mil	Berry	50	$0.5200	$26.00				No Bid				No Bid				No Bid
234	Disinfectant Wipes (Lysol) or equal	Clorox	450	$0.0660	$29.70	Clorox	6-75ct/cs	$5.11	$30.66				No Bid				No Bid

AI-57626 **Closed Session** **22. C.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tin Man.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 03:08 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM

Form Started By: Monica Badillo Started On: 12/02/2016 03:04 PM

Final Approval Date: 12/02/2016

AI-57528 **Closed Session** **22. D.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sylvia Rios

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 03:25 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Aida Alvarez		Started On: 11/30/2016 02:56 PM
Final Approval Date: 12/02/2016		

AI-57574 **Open Session** **24. C.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tin Man.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2016 02:11 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Virginia Jones		Started On: 12/01/2016 04:37 PM
Final Approval Date: 12/02/2016		

AI-57529 **Open Session** **24. D.**

CC - REGULAR

Meeting Date: 12/06/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sylvia Rios

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/30/2016 03:25 PM
Final Approval	Monica Badillo	12/02/2016 05:19 PM
Form Started By: Aida Alvarez		Started On: 11/30/2016 02:57 PM
Final Approval Date: 12/02/2016		